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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 7, 2012

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on July 24, 2012

AWARDS AND PROCLAMATIONS

- Proclamations:

Hispanic/Latino Health & Wellness Awareness Week
National Clown Week

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Janet Wilson - Thank City of Wichita and citizens for their support in the NUSA Conference.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. 2013/2014 Annual Operating Budget.

RECOMMENDED ACTION: Receive public comment on the 2013 Proposed Budget.

2. 2011 Comprehensive Annual Financial Report.

RECOMMENDED ACTION: Receive and file the Comprehensive Annual Financial Report for Fiscal Year Ended December 31, 2011, and the Independent Auditors' report regarding internal control and compliance with administration of major federal programs.

3. Golf Course Improvements. (Districts I, III, IV, V, VI)

(PULLED PER CITY MANAGER)

4. BlackTop Nationals Inc., Memorandum of Understanding. (Districts I, IV, and VI)

RECOMMENDED ACTION: Approve the Memorandum of Understanding between the City of Wichita and BlackTop Nationals Inc., to approve in-kind services in the amount not to exceed \$15,000 and \$10,000 in cash sponsorship.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 30, 2012 and August 6, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Katie Tang	Asia Town Buffet, LLC**	6160 East Central

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Mohammad Rahman	KC Gas and Groceries #2***	1161 North Broadway
Amir Etezazi	EEI Fuel and Retail dba CSI Hillside***	248 South Hillside
Cecilia Pinon	Super Del Centro South***	1560 South Main

*Consumption/Tavern less than 50% of gross revenues from sale of food.

**General/Restaurant 50% or more gross revenue from sale of food.

***Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions to construct Sanitary Sewer and Water Improvements in Midland Baptist Church 2nd Addition, east of Ridge, south of 45th Street North. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Kidzcope Good Grief 5K. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. 13th Street, Hydraulic to Oliver Kansas Gas Service Easement. (District I)
- b. Contract with Taylor Studios Inc. – WATER Center. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. Design Supplemental Agreement No. 11 - Kellogg and Woodlawn Interchange. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Orders:

- a. Change Order No. 1- Storm Water Drain No. 361 RFB Bridge Replacement. (District III)
- b. Change Order No. 3- Emergency Approval for partial repair of the Lincoln Street Dam Fish Ladder/Boat Passage. (Districts I and IV)
- c. Change Order No. 5- Greenwich Improvement, between Harry and Kellogg.(District II)
- d. Change Order No. 8-Douglas Block Parking Garage. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Property Acquisitions:

- a. Partial Acquisition of 10001 East Kellogg for the Improvement of the Kellogg Avenue, US Highway 54 from Cypress to Chateau. (District II)
- b. Partial Acquisition of 11010 East Kellogg for the Improvement of the Kellogg Avenue, US Highway 54 from Cypress to Chateau. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System, June 20, 2012
Design Council, May 16, 2012

RECOMMENDED ACTION: Receive and file.

11. Senior Management Reports, for period ended March 31, 2012 and June 30, 2012.

RECOMMENDED ACTION: Receive and file.

12. Central Avenue from 135th Street West to 119th Street West. (District VI)

RECOMMENDED ACTION: Approve the revised budget for right-of-way acquisition, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

13. Abatement of Dangerous and Unsafe Structures. (Districts I, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Auggie Navarro Memorial donation of Pergola at Sim Golf Course. (District VI)

RECOMMENDED ACTION: Accept the donation, approve the Memorandum of Understanding and authorize all necessary signatures.

15. Greenway Alliance Donation of Longhorn Sculpture for Placement in Delano Park. (District IV)

RECOMMENDED ACTION: Accept the donation.

16. Street Closure - Broadway, William to Douglas and William, Broadway to Market. (District I)

RECOMMENDED ACTION: Approve the street closure.

17. Second Reading Ordinances: (NONE)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

18. *ZON2012-00017 Associated with CUP2012-16 – City zone change from LI Limited Industrial (“LI”) to GC General Commercial (“GC”) and the creation of DP-326, the Great Plains Commercial and Multi Family Residential Community Unit Plan; generally located east of Oliver Avenue, north of K 96, south of 37th Street North and east of Ridgewood Street. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and the CUP, subject to the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the replat is completed (simple majority required).

19. *VAC2012-00018 - Request to vacate a portion of a platted storm sewer easement; generally located east of Hillside Avenue, north of Harry and northeast of Clifton and Grand Avenues. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

20. *SUB2012-00011 -- Plat of Behnke Addition located on the east side of Broadway, south of 31st Street South (extended). (District III)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures for approval and ownership of the plat.

21. *SUB2012-00008 -- Plat of BATC Estates Addition located south of Central, east of West Street. (District VI)

RECOMMENDED ACTION: Approve the plat, authorize the necessary signatures, and place the Ordinance on first reading.

22. *SUB2012-00005 -- Plat of Dugan Industrial 4th Addition located east of Maize Road, north of MacArthur Road. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

23. **Wichita Airport Authority Board of Bids dated August 6, 2012.*

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council Members
SUBJECT: 2013/2014 Annual Operating Budget
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Receive public comment.

Background: The 2013 – 2014 Proposed Budget has been developed over the past several months based on input from the public and direction from the City Council. Community engagement has been emphasized, using monthly District Advisory Board meetings, televised community budget meetings and social media. Two City Council workshops have been held. On July 17, 2012, the City Manager's Proposed Budget was presented to the City Council and the official budget adoption date (as required by state statute) was set for August 14, 2012.

Analysis: The local operating budget totals approximately \$533 million (which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers). The General Fund totals nearly \$214 million of that amount. The budget is formulated to adhere to the City's mission by allocating resources in strategic priority areas. The highlights of the Proposed 2013-2014 Budget are as follows:

- Maintains a stable mill levy: This is the 19th consecutive year in which the City will meet its obligations without increasing the overall mill levy rate.
- Focuses resources in strategic priority areas: Four strategic priorities have been adopted by the City Council and link to the City's mission (protecting life, protecting property, investing in infrastructure and ensuring a growing and sustainable community).
- Maintains prudent reserve levels: The 2013 Proposed Budget maintains a General Fund balance of \$23 million, or slightly more than 10% of expenditures, consistent with City Council policy.
- Stabilizes the Transit Fund: Support from the Permanent Reserve Fund is expected to stabilize the Transit Fund through 2014. Ongoing community dialogue is needed to determine the future of transit services in Wichita.
- Shifts millage to the Debt Service Fund: The Proposed Budget continues a planned shift of one mill from the General Fund to the Debt Service Fund to support the financing plan included in the Adopted Capital Improvement Plan (CIP).
- Reduces fuel usage: The City will review operating strategies, equipment usage and alternative fuel technologies to reduce fuel consumption by 3% in 2013 and 5% in 2014.
- Manages position vacancies strategically: To assist with managing costs, the City will strategically review filling vacant positions to minimize the impact on service delivery.
- Includes savings from lower worker's compensation costs: Savings of \$600,000 are included in 2013 due to an aggressive effort by staff to utilize training and invest in equipment to make City workers safer in the fulfillment of their duties.
- Incorporates fee increases to ensure City costs are recovered: Fire inspections, parking and electronic transaction convenience fees are proposed to ensure cost recovery and avoid taxpayer subsidization of services provided to narrow customer bases.

Financial Considerations: The Proposed Budget would require a mill levy estimated at 32.359 mills (24.359 for the General Fund and 8.000 for the Debt Service Fund), abased on the estimated assessed valuation provided by

the Sedgwick County Clerk and the taxes levied in the budget. The total estimated mill levy is unchanged from the 2012 mill levy.

Goal Impact: The 2013 Proposed Budget impacts all goal areas.

Legal Considerations: To comply with State law, the City of Wichita must hold two public hearings, one to set the maximum levy and to set the official budget hearing date (which occurred on July 17, 2012) and one to adopt the budget (scheduled for August 14, 2012).

Recommendation/Action: It is recommended that the City Council receive public comment on the 2013 Proposed Budget.

**City of Wichita
City Council Meeting
August 7, 2012**

TO: Mayor and City Council Members

SUBJECT: 2011 Comprehensive Annual Financial Report

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the report.

Background: Kansas state law requires an annual audit of all City accounts to be performed by an independent certified public accounting firm at least annually. The Comprehensive Annual Financial Report (CAFR) and the report on compliance are for the year ended December 31, 2011.

The CAFR is a financial report that goes beyond the minimum requirements for public sector jurisdictions and is compliant with the national standard for local government accounting and reporting. Financial results at the entity-wide level and at each fund level are presented based on generally accepted accounting principles, as well as a demonstration of compliance with each legally established budget. The CAFR is provided to investment banks that market the City's bonds, to secondary market agencies to comply with full disclosure requirements of existing debt and future offerings, to granting agencies for pre and post award review, to educational institutions for research, other interested parties and citizens.

Major sections of the CAFR are the Introductory Section, the Financial Section, and the Statistical Section. The Introductory Section includes the City Manager's transmittal letter that reviews the activities of the past year and addresses policy and environmental issues as they relate to the City's future. The Financial Section presents a management discussion and analysis of the activities of the past year and financial schedules at the entity-wide and individual fund level. The Statistical Section presents an array of information that assists the reader with understanding the City's economic environment and financial trends. The Additional Information Section provides summary data on outstanding debt and insurance in force utilized to manage the City's risk environment.

Also included are the Single Audit and Water Utilities Sections. The Single Audit Section, of particular interest to granting agencies, presents the independent auditors' reports on internal control and compliance with requirements of grant programs. The specific reporting requirements of the water and sewer revenue bond covenants are included in the Water Utilities Section.

Analysis: The City's Comprehensive Annual Financial Report provides information needed to gain an understanding of the government's financial position, results of operations and cash flows. The independent certified public accounting firm of Allen, Gibbs & Houlik, L.C. issued its opinion that the general purpose financial statements present fairly, in all material respects, the financial position of the City as of December 31, 2011, and the results of its operations and the cash flows of its business-type activities and component unit in conformity with generally accepted accounting principles. The Wichita Public Building Commission is considered a component unit and has been appropriately reflected in the financial statements as part of the financial reporting entity.

The Government Finance Officers' Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Comprehensive Annual Financial Report for the year ended December 31, 2010. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR, with content that conforms to program standards. The 2010 award represents the 38th consecutive year in which the City has earned this award. Staff believes that the 2011 CAFR continues to meet GFOA standards for certification and has applied for this recognition.

Financial Considerations: The 2011 CAFR reports the financial status of the City's funds as of December 31, 2011.

Goal Impact: By fairly reporting the financial condition of the City, the 2011 Comprehensive Annual Financial Report and the opinion and reports of the independent auditors advance the Internal Perspective Goal. In addition, the report demonstrates legal and budgetary compliance with applicable laws and ordinances for report year.

Legal Considerations: Kansas law requires an annual audit of City financial records by a certified public accounting firm (K.S.A. 75-1122) in accordance with the minimum standard audit program (K.S.A. 75-1123).

Recommendations/Actions: It is recommended that the City Council receive and file the Comprehensive Annual Financial Report for Fiscal Year Ended December 31, 2011, and the Independent Auditors' report regarding internal control and compliance with administration of major federal programs.

**City of Wichita
City Council Meeting
August 7, 2012**

TO: Mayor and City Council Members

SUBJECT: Golf Course Improvements (Districts I, III, IV, V, VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendations: Approve the project.

Background: The City currently operates five municipal golf courses. In July 2011, the Proposed Budget identified the Golf Fund as being in a constrained financial condition due to excess of capacity. The Board of Park Commissioners was tasked with reviewing the issue and developing a plan to create a sustainable golf enterprise fund. The Board of Park Commissioners presented recommendations to the City Council in a workshop on December 13, 2011. At the request of the City Council, the Park Board has presented their recommendations to the six District Advisory Boards.

At the February 14, 2012, City Council meeting, the Board of Park Commissioners recommended five steps designed to reduce Golf debt, fund proposed capital improvements, and enhance the future sustainability of the Golf Fund. One of the Park Board recommendations was to reduce the Golf Capital Improvement Plan from \$6.2 million to \$1.1 million, and use General Obligation at-large bonds to fund the improvements. These GO at-large bonds were offset by the recommended decrease of \$1.3 million in the 2018 Planeview Park Improvement project. This plan was approved by the City Council on March 20, 2012.

Analysis: Based on March 20, 2012 City Council action, the Park and Recreation Department is requesting initiation of CIP funding. Planned capital improvements include roof and siding replacement at LW Clapp Golf Course club house, ADA improvements and clubhouse upgrades to restrooms and patio/cart staging areas at Tex Consolver Golf Course, parking lot resurfacing and striping at all five golf courses, ADA improvements at LW Clapp Golf Course and MacDonald Golf Course, cart bridge maintenance at LW Clapp, MacDonald, and Auburn Hills, and clubhouse restoration work at Sim and Auburn Hills.

Financial Considerations: The Golf Capital Improvement Plan of \$1.1 million will be funded with GO at large debt. The impact of this additional at-large GO project is offset by reducing \$1.3 million from the \$2.6 million budgeted in the Adopted CIP for Planeview Park improvements in 2018-2019.

Goal Impact: This project addresses the Quality of Life goal by improving infrastructure and access.

Legal Considerations: The Law Department has approved the authorizing Resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the project, approve the Resolution and authorize all necessary signatures.

Attachments: Bonding Resolution

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR IMPROVEMENTS AND UPGRADES AT ALL FIVE MUNICIPAL GOLF COURSES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment necessary for improvements and upgrades at the five Municipal Golf Courses that include roof and siding replacement at L.W. Clapp Golf Course, ADA improvements and clubhouse upgrades to restrooms and patio/cart staging areas at Tex Consolver Golf Course, parking lot resurfacing and striping at all five golf courses, ADA improvements at L.W. Clapp Golf Course and MacDonald Golf Course, cart bridge maintenance at L.W. Clapp, MacDonald and Auburn Hills and clubhouse restoration work at Sim and Auburn Hills Golf Course.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1,100,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita
City Council Meeting
August 7, 2012**

TO: Mayor and City Council

SUBJECT: BlackTop Nationals Inc. Memorandum of Understanding (Districts I, IV, and VII)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding (MOU) between the City of Wichita (City) and BlackTop Nationals Inc., to approve in-kind services in the amount not to exceed \$15,000 and \$10,000 in cash sponsorship.

Background: The BlackTop Nationals Inc., and the City of Wichita in cooperation and partnership wish to produce the BlackTop Nationals Classic Car and Motorcycle Show.

Analysis: The City is committed to collaborate with BlackTop Nationals Inc., to produce the BlackTop Nationals Classic Car and Motorcycle show. To ensure the terms and conditions of the community event ordinance do not negatively impact or cause BlackTop Nationals Inc., to incur additional expenses, the City has drafted an MOU that clearly delineates the rights and obligations of each party and defines the respective roles for the anniversary celebration.

The MOU addresses security and police staffing as well as in-kind services to be provided by the City and reporting responsibilities of BlackTop Nationals Inc., within 90 days upon completion of the event. The term of this MOU is for a period of two (2) years.

Financial Consideration: City sponsorship is not to exceed \$15,000 for in-kind services and \$10,000 in cash sponsorship to be paid from the T & C Contingency Fund.

Legal Consideration: The Law Department reviewed and approved the Memorandum of Understanding as to form.

Goal Impact: This project impacts the Quality of Life by producing the BlackTop Nationals Classic Car and Motorcycle Show as a unique community celebration.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding between the City of Wichita and the BlackTop Nationals Inc., to approve in-kind services in the amount not to exceed \$15,000 and \$10,000 in cash sponsorship.

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this ____ day of _____, 2012 between BlackTop Nationals Inc, 230 N. Mosley, Wichita, Kansas 67202, ("BTN") and the City of Wichita, Kansas (the "City") to memorialize the agreement of the parties concerning City sponsorship and support for the purpose of conducting the 2012 BlackTop Nationals Classic Car and Motorcycle Show.

Recitals

WHEREAS, since 2010, BlackTop Nationals, Inc. has organized, promoted and conducted the BlackTop Nationals Classic Car and Motorcycle Show which is a growing unique multi-day annual community event;

WHEREAS, it is the intent of the City of Wichita and BlackTop Nationals, Inc. to work in cooperation and partnership with the each other to annually produce and promote BlackTop Nationals Classic Car and Motorcycle Show so that the event may continue to grow in attendance; and

WHEREAS, the City of Wichita seeks to provide in kind and financial support for this annual community event; BTN and the City enter into this MOU that delineates the respective rights and obligations of the parties and defines their relationship for the BlackTop Nationals Classic Car and Motorcycle Show.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, BTN and the City agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. IN KIND SERVICES FOR BlackTop Nationals Classic Car and Motorcycle Show

The City agrees to provide in kind services to BTN in an amount not to exceed \$15,000.00 annually (the "City In Kind Contribution"). Such in kind services are those additional services and items required specifically for BlackTop Nationals Car Show, and which the City would not provide in the absence of BlackTop Nationals Car Show. Such in kind services include, but are not limited to: additional street sweeping, additional trash removal, barricading and the removal of such barricades for streets and public parking lots for various events, use of Century II facilities, space and parking, and other similar services that the City has provided to BlackTop Nationals Car Show for past events.

3. CITY SPONSORSHIP

In addition to the in kind services outlined in section 2 above, the City of Wichita will provide BTN with \$10,000 in cash sponsorship for BlackTop Nationals Car Show. In exchange, BTN shall include the City of Wichita as a sponsor of the event.

4. REPORTS & ACCOUNTING

Within 90 days after the completion of BlackTop Nationals Car Show, the City shall provide BTN with a report and accounting that sets forth and itemizes the City's determination of the value of the City In Kind Contribution as described in Section 2 above. The parties agree that they will cooperate with each to provide information and documents that either party may request with regard to the parties' obligations under this agreement.

5. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

BTN and the City agree that they have a joint obligation to comply with the Americans with Disabilities Act. (ADA). BTN and the City agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals. BTN will ensure, to the full extent required by the ADA, that qualified individuals with disabilities receive equitable access to the programs and activities provided by BTN.

6. INDEMNIFICATION

The parties agree to indemnify and hold harmless the other party, its governing board, officers, agents, and employees against any and all claims, damage, liability, injury expense, demands, causes of actions, judgments including court costs and attorney's fees arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the law of the state of Kansas. Provided, however, that such indemnification shall not be required to the extent that the City has a defense against or limitation of its liability under the Kansas Tort Claims Act.

The parties agree this provision shall survive the termination of this MOU.

7. GOVERNING LAW

The parties agree that the law of the state of Kansas shall govern this MOU, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District of the State of Kansas.

8. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

9. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations or interest in it.

10. TERM

The term of this MOU will be for two (2) years from the date of the parties' execution, with a one year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Such notice shall be given as provided for by Section 11 below.

11. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

City:

Carl Brewer, Mayor, City of Wichita
455 N. Main, 13th Floor
Wichita, Kansas 67202

BTN:

Mr. Carl Raines, Executive Director
BlackTop Nationals, Inc.
230 N. Mosley
Wichita, Kansas 67202

12. SEVERABILITY

If any term, provision, covenant or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

BlackTop Nationals, Inc.

City of Wichita

By: _____

By: _____

Executive Director

Mayor, City of Wichita

Date: _____

Date: _____

Wichita, Kansas
July 30, 2012
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated July 23, 2012, were read and on motion approved.

Bids were opened on July 27, 2012, pursuant to advertisements published on:

Storm Water Drain #379 to serve Kiser West Second Addition (south of 13th, west of Greenwich) (468-84775/751510/485401) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Nowak Construction - \$115,975.17

College Hill Area Sanitary Sewer Improvements, Phase I (north of Kellogg, east of Hillside) (468-84836/624104/652022) Traffic to be maintained during construction using flagpersons and barricades.

Wildcat Construction - \$145,526.00

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Tractors, 140 PTO HP Rubber Tires 4x4.**

Defer one week

VARIOUS DEPARTMENTS BOARDS AND AGENCIES: A/C and Furnace Filters.

Wichita Air Filter Supply *- \$41,104.27

*Estimate – Contract approved on unit cost basis; refer to attachments.

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Concrete Pathway at Buffalo Park.

PPJ Construction Inc. - \$12,000.00

FIRE DEPARTMENT/OPERATIONS DIVISION: Pro-Warrington Style 4132 Fire Boots.

Morning Pride Mfg* - \$42,244.50

*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ WATER DISTRIBUTION DIVISION:
Meters, Cold Water w/Registers and ERTs.**

Midwest Meter Inc.* - \$297,250.00 Group 1
National Meter and Automation Inc.*- \$391,750.00 Group 2
Midwest Meter Inc.*- \$92,400.00 Group 3
Elster Amco Water Inc.*- \$8,748.50 Group 4

*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ WATER DISTRIBUTION DIVISION:
Waterworks Supplies.**

Wichita Winwater Works Co. *- \$55,961.88 Group 1
Water Products Inc.* - \$16,170.44 Group 2
HD Supply Waterworks Inc.* - \$18,021.00 Group 3
HD Supply Waterworks Inc.* - \$12,430.25 Group 4
Wichita Winwater Works Co.*- \$ 279,007.80 Group 5
HD Supply Waterworks Inc.* - \$4,336.50 Group 6
Water Products Inc.* - \$10,026.00 Group 7

*Estimate – Contract approved on unit cost basis; refer to attachments.

**INFORMATION TECHNOLOGY/INFORMATION SERVICES: McAfee Gold Business Support
and Platinum Enterprise Support.**

Software House International* (per the State of Kansas Contract #36093) - \$46,575.00

*Purchases utilizing Government Entities Contracts, Cooperative Contracts and
Agreements - Ordinance No. 38-122 Section 2.64.020 (j).

**CITY MANAGER'S OFFICE/ARTS AND CULTURAL SERVICES DIVISION: Counterpoint
Hardware.**

Defer one week.

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same
being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being
the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
August 6, 2012
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, July 30, 2012, were read and on motion approved.

Bids were opened on August 3, 2012, pursuant to advertisements published on:

Wooddale Street from the south line of Rockhill Street to the southeast corner of Lot 11, Block 3 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (472-85056/766280/490302) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Lafarge North America - \$119,478.60

2012 Sanitary Sewer Rehabilitation, Phase B (north of Pawnee, east of Meridian) (468-84841/620599/662014) Traffic to be maintained during construction using flagpersons and barricades. (District I, III, IV, VI)

Reynolds Inliner, LLC - \$176,178.00

FY2012 CDBG Sidewalk Improvements (south of Douglas, east of Meridian) (472-85062/092199/) Does not affect traffic. (District IV)

Barkley Construction* - \$114,200.00

*Engineer's Estimate

Woodridge from the south lie of the plat, north to the south line of 27th Street N; 27th Street N from the west line of Lot 9, Block A, east to the east line of the plat; Woodridge Court (Lots 1 through 7, Block A) from the west line of Woodridge west to and including the cul-de-sac; and on 27th Court N (Lots 1 through 13, Block B) from the south line of 27th Street N south to and including the cul-de-sac and that sidewalk be constructed on Woodridge and 27th Street N to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (472-85046/766281/490298) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Lafarge North America - \$338,505.70

127th Street East, Woods North Addition 3rd Addition; 472-84654 (776282)

Bids rejected

Storm Water Drain No. 321 to serve Krug South-Phase 2 (south of 21st, west of 143rd St E) (468-84328/751511/485402) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Unruh Excavating LLC - \$129,487.00

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Mechanical Renovations at Environmental Services.**

Bids Rejected

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION/
SEWER MAINTENANCE AND SEWAGE TREATMENT DIVISION:**

Industrial Uniform Company LLC* - \$77,295.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

**CITY MANAGER'S OFFICE/ARTS AND CULTURAL SERVICES DIVISION:
Counterpoint Hardware.**

C&K Systems, Inc. - \$32,428.92

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:

John Schmidt and Sons Inc. - \$419,272.00 Base Bid
\$1,200.00 Option 1- per tractor
\$4,252.00 Option 2 - per tractor
\$3,760.00 Option 3 -Included
\$3,760.00 Option 4 - per tractor
<\$96,000.00> Option 5 - Deduct

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION:
Waterworks Supplies.**

Water Products Inc*. - \$20,863.46 (Group 3)

*Award redirected – *Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Petitions to construct Sanitary Sewer and Water Improvements in Midland Baptist Church 2nd Addition (east of Ridge, south of 45th Street North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petitions.

Background: On May 25, 2010, The City Council approved petitions for sanitary sewer and water improvements for a new church campus located east of Ridge, south of 45th Street North. The developers have submitted new petitions with revised assessment districts to reflect a lot split. The petitions have been signed by one owner representing 100% of the improvement districts. The petitions are a requirement for a lot split.

Analysis: The projects will provide sanitary sewer and water improvements for a new church campus located east of Ridge, south of 45th Street North.

Financial Considerations: The existing project budget of \$151,281 remains unchanged. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing public improvements required for new development.

Legal Considerations: The petitions and resolutions have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petitions, adopt the resolutions and authorize the necessary signatures.

Attachments: Map, petitions and resolutions.

First Published in the Wichita Eagle on August 10, 2012

RESOLUTION NO. 12-187

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 32, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) 468-84680 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 32, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) 468-84680 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-146 adopted on May 25, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 32, Main 19, Southwest Interceptor Sewer (east of Ridge, south of 45th Street North) 468-84680.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Thirty-Four Thousand Dollars (\$34,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2012, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-a619, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Fifty-Four Thousand One Hundred Twenty-One Dollars (\$54,121) for Parcel 'A'; and Thirteen Thousand One Hundred Sixty-Nine Dollars (\$13,169) for Parcel 'B'.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL A

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas EXCEPT that part of said Lot 1, described as follows: Beginning at the southeast corner of said Lot 1; thence N88° 11' 55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'7"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01° 13' 41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A", thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W", parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line' thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

PARCEL B

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as follows: Beginning at the southeast corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet' thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: PARCEL 'A' shall pay 8,043/10,000 of the total cost of the improvements; and PARCEL 'B' shall pay 1,957/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of August, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on August 10, 2012

RESOLUTION NO. 12-188

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90481 (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90481 (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-145 adopted on May 25, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90481 (east of Ridge, south of 45th Street North).

SECTION 3. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifteen Thousand Dollars (\$15,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2012, exclusive of the costs of temporary financing.

That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty-Eight Thousand One Hundred Forty-Three Dollars (\$28,143) for Parcel "A" and Six Thousand Eight Hundred Forty-Eight Dollars (\$6,848) for Parcel "B".

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL A

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of said Lot 1, described as follows: Beginning at the southeast corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

PARCEL B

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence N88° 11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable, plus the benefit fee, shall be on a fractional basis: PARCEL 'A' shall pay 8,043/10,000 of the total cost of the improvements; and PARCEL 'B' shall pay 1,957/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of August, 2012.

CARL BREWER, MAYOR

ATTEST:

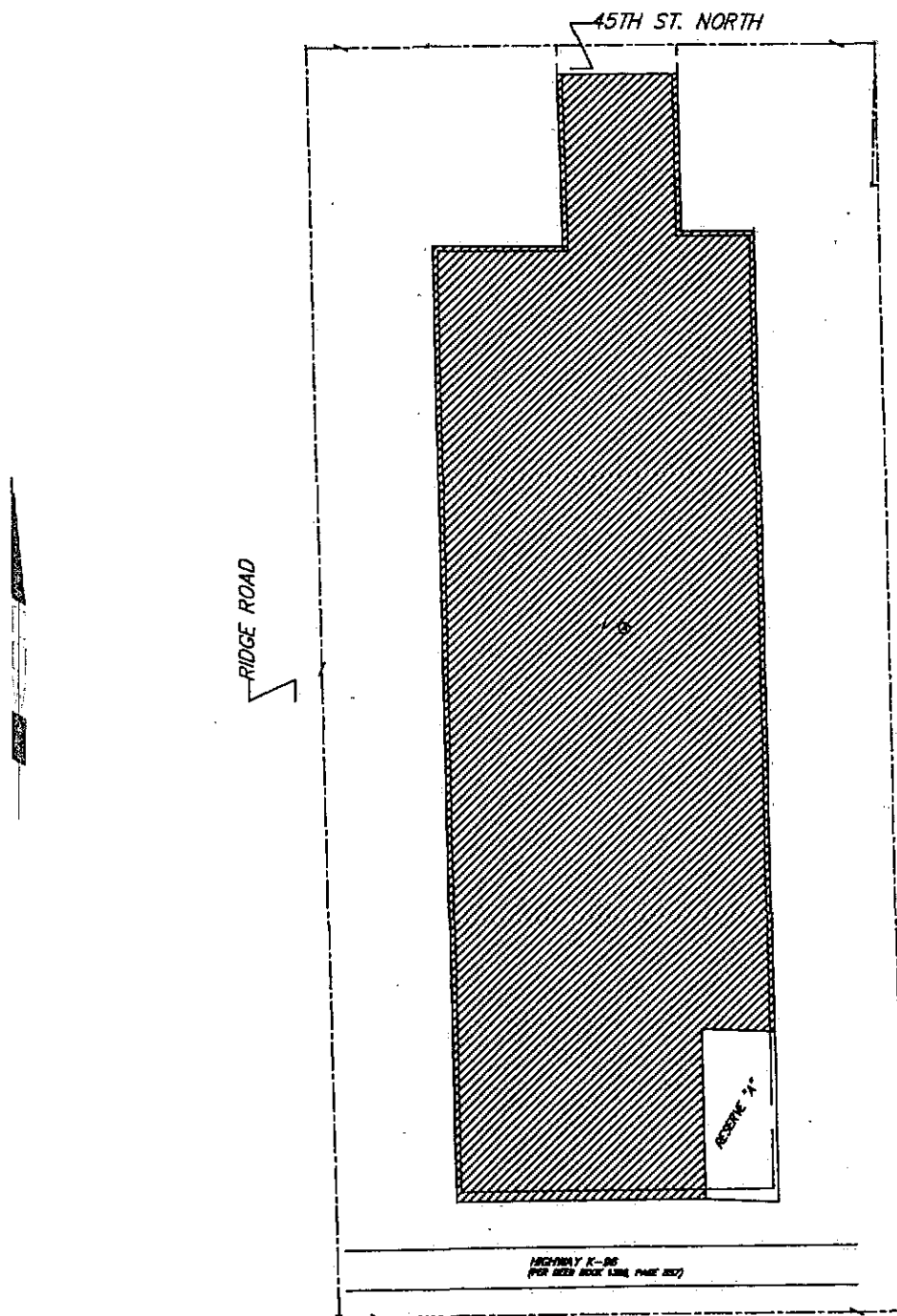
KAREN SUBLETT, CITY CLERK

(SEAL)

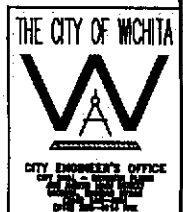
APPROVED AS TO FORM

GARY E. REBENSTORF
DIRECTOR OF LAW

MIDLAND BAPTIST CHURCH 2ND ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



4

WATER DISTRIBUTION SYSTEM PETITION

(Outside Corporate Limits)

To the Mayor and City Council
Wichita, Kansas

REVISED
PROJECT #448-90481

(East of Ridge, South
of 45th St. North)

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Parcel A:

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of said Lot 1, described as follows: Beginning at the southeast corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

Parcel B:

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as follows: Beginning at the southeast corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a waterworks system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

- (b) That the estimated and probable cost of the foregoing improvements being Fifteen Thousand Dollars (\$15,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after August 1, 2012.
- (c) That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty-Eight Thousand One Hundred Forty-Three Dollars (\$28,143) for Parcel "A"; and Six Thousand Eight Hundred Forty-Eight Dollars (\$6,848) for Parcel "B".
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the city of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable, plus the benefit fee, shall be on a fractional basis: PARCEL 'A' shall pay 8,043/10,000 of the total cost of the improvements; and PARCEL 'B' shall pay 1,957/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.


4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (a) both a majority of owners of record, and the owners of record of more than half the area liable for assessments outside the corporate limits of the City of Wichita, Kansas, and also (b) either (I) a majority of the resident owners of record or (II) the resident owners of record of more than one-half of the area liable for assessment within the corporate limits of the City of Wichita, Kansas, or (III) the owners of record (whether resident or not) of more than one-half the area liable for assessment within the corporate limits of the City of Wichita, Kansas.

Petitions for projects which are partially within the corporate limits of Wichita shall be commenced only upon a petition found sufficient by the provisions of K.S.A. 12-6a04, except that for the purpose of determining the sufficiency of the signatures to such petitions, only that area which is outside the corporate limits of Wichita shall be considered to constitute the proposed improvement district.

5. The owners of land covered hereunder outside the corporate limits of Wichita do hereby petition, consent to and request annexation of such lands by The City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. Seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>PARCEL 'A'</u>	Midland Baptist Church	
<u>PARCEL 'B'</u>		

By: 
Thomas D. Heffernan, President 7/12/12

MIDLAND BAPTIST CHURCH 2ND ADDITION

Sedgwick County, Kansas

WATER LINE IMPROVEMENTS

Benefit District: (10,000 Fractions)

Parcel "A" (8043 Fractions)

Parcel "B" (1957 Fractions)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	246	L.F.	\$20.00	\$4,920.00
Fire Hydrant	1	EA.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$3,000.00	\$3,000.00
Subtotal				\$10,420.00
+ 40% Design, Insp., & Administration				4,168.00
Total				\$14,588.00

Petition Amount **\$15,000**

Water Main Benefit Fee @ \$0.026/Sq.Ft.

Parcel A 1082417.9 Sq.Ft. **\$28,143**

Parcel B 263,375.1 Sq.Ft. **\$6,848**

Total Project **\$49,991**

Average Cost Per Fraction **\$5**

Average Monthly Assessment **(Based on 15 years @ 5%)**

Parcel A **\$318**

Parcel B **\$77**

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

James D. Mc
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 3rd day of July
2012.



Karen Subert, Mayor
Deputy City Clerk

4

SANITARY SEWER PETITION
(Outside Corporate Limits)

REVISED
PROJECT #468-84680

To the Mayor and City Council
Wichita, Kansas

Lot 32, m19, SWI
(East of Ridge, South
of 45th St. North)

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Parcel A:

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of said Lot 1, described as follows: Beginning at the southeast corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

Parcel B:

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as follows: Beginning at the southeast corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the south east corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet; thence N01°10'42"W, parallel with the east line of said Lot 1, 599.35 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 140.00 feet to a point on said east line; thence S01°10'42"E, along said east line, 956.63 feet to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

- (b) That the estimated and probable cost of the lateral sanitary sewer is Thirty-Four Thousand Dollars (\$34,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after August 1, 2012.
- (c) That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Fifty-Four Thousand One Hundred Twenty-One Dollars (\$54,121) for Parcel "A"; and Thirteen Thousand One Hundred Sixty-Nine Dollars (\$13,169) for Parcel "B".
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: PARCEL 'A' shall pay 8,043/10,000 of the total cost of the improvements; and PARCEL 'B' shall pay 1,957/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (a) both a majority of owners of record, and the owners of record of more than half the area liable for assessments outside the corporate limits of the City of Wichita, Kansas, and also (b) either (I) a majority of the resident owners of record or (II) the resident owners of record of more than one-half of the area liable for assessment within the corporate limits of the City of Wichita, Kansas, or (III) the owners of record (whether resident or not) of more than one-half the area liable for assessment within the corporate limits of the City of Wichita, Kansas.

Petitions for projects which are partially within the corporate limits of Wichita shall be commenced only upon a petition found sufficient by the provisions of K.S.A. 12-6a04, except that for the purpose of determining the sufficiency of the signatures to such petitions, only that area which is outside the corporate limits of Wichita shall be considered to constitute the proposed improvement district.

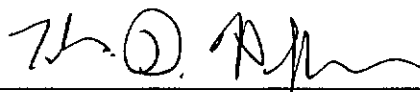
5. The owners of land covered hereunder outside the corporate limits of Wichita do hereby petition, consent to and request annexation of such lands by The City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. Seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

PARCEL 'A'
PARCEL 'B'

Midland Baptist Church

By: 
Thomas D. Heffernan, President 7/12/12

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

James D Me
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 13 day of July
2012.



Karen Schubert, M.A.
Deputy City Clerk

MIDLAND BAPTIST CHURCH 2ND ADDITION

Sedgwick County, Kansas

SANITARY SEWER IMPROVEMENTS

Benefit District: (10,000 Fractions)

Parcel "A" (8043 Fractions)

Parcel "B" (1957 Fractions)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	660	L.F.	\$20.00	\$13,200.00
Manhole	3	EA.	\$2,500.00	\$7,500.00
Site Clearing & Restoration	1	L.S.	\$3,000.00	\$3,000.00
Subtotal				\$23,700.00
+ 40% Design, Insp., & Administration				9,480.00
Total				\$33,180.00

Petition Amount \$34,000

San Sewer Main Benefit Fee @ \$0.05/Sq.Ft.

Parcel A 1082417.9 Sq.Ft. \$54,121

Parcel B 263,375.1 Sq.Ft. \$13,169

Total Project \$101,290

Average Cost Per Fraction \$10

Average Monthly Assessment (Based on 15 years @ 5%)

Parcel A \$644

Parcel B \$157

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Kidzcope Good Grief 5K (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Jerry Jones. Kidzcope, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kidzcope Good Grief 5K September 2, 2012 3:00 pm – 10:00 pm

- 1st Street, Emporia Street to Mosley Street
- Rock Island, 1st Street to 2nd Street
- 2nd Street, Rock Island to Mead Street
- Emporia Street, Central Avenue to Douglas Avenue
- Douglas Avenue, Emporia Street to St. Francis Street, west bound curb side lane
- St. Francis Street, Douglas Avenue to 2nd Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: 13th Street, Hydraulic to Oliver Kansas Gas Service Easement (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the easement.

Background: On June 19, 2012, the City Council approved easement and release of easement agreements with Kansas Gas Service for purposes of relocating gas facilities in advance of construction of proposed improvements on 13th Street, Hydraulic to Oliver. However, one easement agreement that was approved contained several terms varying from the final agreement negotiated with Kansas Gas. A new easement agreement has been submitted to clarify the terms of the agreement for Kansas Gas to use the easement.

Analysis: Staff proposes dedication of an easement on remnant property west of Chautauqua to help Kansas Gas clear the project area. The new easement will be fenced and maintained by Kansas Gas and will not impact proposed improvements. In the event that the gas facilities would need to be relocated out of this easement in the future for public improvements, Kansas Gas will be responsible for all costs.

Financial Considerations: The easement will be granted for consideration from Kansas Gas of one dollar, as is routine practice. Recording fees for the new easement will be paid by the utility.

Goal Impact: Granting this new easement assists in providing a site and infrastructure to support the improvement of a major arterial.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council approve the easement and authorize the necessary signatures.

Attachments: Easement agreement.

NATURAL GAS LINE AND FACILITIES EASEMENT

THIS NATURAL GAS LINE AND FACILITIES EASEMENT is made this ____ day of _____, 20____, by and between City of Wichita, Kansas, a municipal corporation, ("Grantor"), and ONEOK, Inc., d/b/a Kansas Gas Service ("Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors or assigns, an easement for the purpose of laying, installing, constructing, maintaining, inspecting, altering, reconstructing, repairing, replacing, protecting, operating, servicing, and/or removing a natural gas pipeline or lines and/or gas pipeline pressure regulation facility, including service taps, distribution facilities, valves, regulators and other equipment appurtenant to said pipeline(s) and facility (collectively the "Improvement") upon, under, across, over and through the following described real estate owned by Grantor situated in Sedgwick, County, Kansas, to wit:

NE 1/4 SEC. 15, TWP, 27S, RNG 1E. The west 20' of Lots 3, 5 and 7, south of 13th Street, west of Chautauqua Street, a part of Fairmount Parks Addition in Wichita, KS. A 20' wide strip described as 10' either side of a line that is 10' east of the west lot line of Lots 3, 5 and 7.

The location and description of said easement is further shown on **Exhibit 1** attached hereto. Grantee, its successors and assigns, is hereby further granted the right of ingress to and egress from the above described land and contiguous land owned by Grantor so long as any part of the Improvement is maintained and operated by the Grantee, its successors or assigns. In using its rights of access, Grantee shall, whenever practicable use existing roads or lanes without interference with traffic.

Grantee shall be responsible for all materials, work, and costs associated with its use of this easement, which is personal to Grantee (and its successors or assigns) and is not divisible, separable or subject to other uses. This grant does not permit Grantee (or its successors or assigns) to contract, permit or allow other uses or users (other than Grantee and its successors, or assigns) to install any facilities or improvements within the area of easement (except as provided herein) without the express written permission of Grantor, which permission shall not be unreasonably withheld. The easement area shall be kept free of advertising signs, parking, or other commercial activity.

Grantee is required to install suitable fencing/barricading for safety purposes, subject to the reasonable approve of the Wichita City Engineer, on the South and East sides of any above-ground Improvements at Grantee's sole expense, and may at Grantee's discretion erect such other suitable fencing/barricading on the remaining sides of the above described above-ground Improvements and/or around the entire easement area. Grantee shall maintain any installations in or upon the easement area, and shall maintain the fenced area, including mowing, in a manner suitable for the surrounding neighborhood and subject to

reasonable approval of the City Engineer. Grantee has the right to plant, maintain, trim, clear or remove trees, branches, shrubs, bushes, roots, brush, buildings and other obstacles as Grantee deems necessary to safe, proper and expeditious installation, construction, reconstruction, inspection, alteration, repair, operation, alteration, servicing, maintenance, protection or removal of the Improvements within the easement area.

Subject to any above-ground Improvements installed pursuant to the provisions of this easement, Grantee hereby agrees to restore said easement area to its original condition, as nearly as practical, for any and all areas disturbed by work performed by Grantee, its successors and assigns, at Grantee's sole cost, within thirty days of conclusion of such work; and further agrees that upon conclusion of Grantee's (or its successors' or assigns') then current or future need for any above-ground Improvement within the easement area, that Grantee, its successors or assigns, will remove said above-ground Improvements and restore the surface area of the easement area, at Grantee's sole cost. In addition to the foregoing, if Grantee (or its successor or assignee), determines that it no longer has any current or future need of the easement for any below-ground Improvements, Grantee (or its successors or assigns), will abandon any below-ground Improvements in place and will release this easement back to Grantor, within 180 days of such determination.

Grantor reserves to itself the rights to cross, traverse, or otherwise occupy the easement area in a manner which will not interfere with Grantee's (and its successors and assigns) use and right pursuant to this easement. Notwithstanding the foregoing, Grantor agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over, or within the above described easement area and after any of the Improvements are in place, Grantor shall not change the topography of the easement area, without the prior written consent of Grantee.

Grantee agrees to hold the City and City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property, personal injury or economic damages) and costs (reasonable attorney's fees and defense cost) arising out of any act or omission of Grantee, its employees, agents, subcontractors, successors or assigns relating to the easement described herein. Notwithstanding the foregoing, the foregoing indemnification shall not cover any claims, suits, damages or costs that arise from the negligence or intentional act or omission of City or any of the City's authorized representatives.

Within a reasonable time after: (i) receiving notice from Grantor that Grantee's Improvements are in conflict with Grantor's operational needs or plans related to public purposes and/or uses, Grantee (or its successors or assigns) will relocate said Improvements at Grantee's sole cost and expense and said relocation shall include the removal by Grantee of any above-ground Improvements from the current easement area, the abandonment (in place) by Grantee of any below-ground Improvements at the current easement area, the restoration by Grantee of the surface area of the easement area and the release by

Grantee of this easement back to Grantor within a reasonable time following Grantee's completion of the relocation.

This easement is assignable in whole or in part by Grantee and is binding on the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF: The City of Wichita has signed these presents the day and year first written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor, City of Wichita, Kansas

ATTEST:

APPROVED AS TO FORM

Karen Sublett, City Clerk

Gary E. Rebenstorf
Director of Law

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor, City of Wichita, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Sedgwick County, Kansas, this ____ day of _____, 20____.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF: ONEOK, Inc., d/b/a Kansas Gas Service, has signed these presents the day and year first written.

ONEOK, Inc., d/b/a Kansas Gas Service
an Oklahoma corporation

By: _____
Bradley O. Dixon, President
Kansas Gas Service, a division of ONEOK, Inc.

Personally appeared before me a notary public in and for the County and State aforesaid Bradley O. Dixon, President, KANSAS GAS SERVICE, A DIVISION OF ONEOK, INC., an Oklahoma corporation, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at _____, _____ County, Kansas, this ____ day of _____, 20____.

Notary Public

My Commission expires: _____

NE 1/4 SEC. 15, TWP. 27S, RNG. 1E

The west 20' of Lots 3, 5 and 7, south of 13th Street, west of Chautauqua Street, a part of Fairmount Parks Addition in Wichita, KS. A 20' wide strip described as 10' either side of a line that is 10' east of the west lot line of Lots 3, 5 and 7.

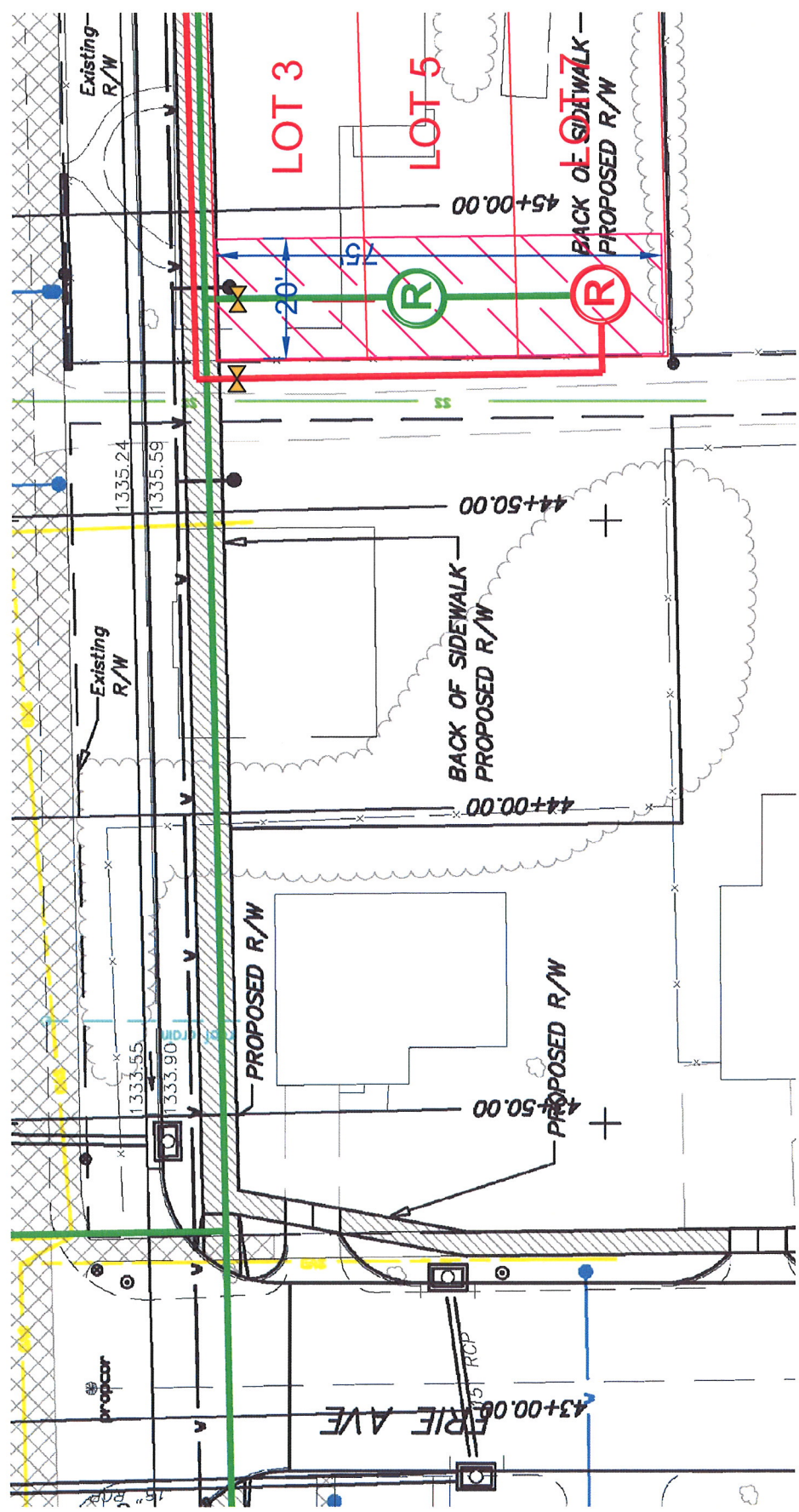


Exhibit 1

**City of Wichita
City Council Meeting
August 7, 2012**

TO: Mayor and City Council
SUBJECT: Contract with Taylor Studios Inc. – WATER Center (District III)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendations: Approve the contract

Background: The Wichita Area Treatment, Education and Remediation (WATER) Center’s (101 East Pawnee) environmental education mission is to address water quality resources, emphasizing hydrological processes, Gilbert-Mosley groundwater remediation, impacts to public health and the environment, water conservation, and the inter-relationship between groundwater and the Arkansas River. The facility provides a unique and important educational destination for schools, civic groups, and the general public.

In 1991, the City Council, in accordance with State regulations, adopted a Water Conservation Plan. The plan has three areas: regulatory, management, and education. The City’s Water Conservation Program’s budget has supported projects in all three areas.

On June 19, 2007, Environmental Health presented a conceptual exhibit plan prepared by Taylor Studios Inc. during a City Council workshop. The City Council recommended that staff seek outside grants and sponsors to fund additional exhibits.

To date, ten educational exhibits have been installed using \$144,700 in grant and donations. Additionally, \$135,670 in water conservation program funding has been used for conservation-specific exhibits.

Analysis: The Public Works Environmental Health division requests approval for an exhibit contract with Taylor Studios Inc. in the amount of \$75,000. The contract will complete the design, fabrication, and installation of the WATER Center’s education exhibit titled, “How Do You Use Water? / Water: It’s More Than You Drink.” The education exhibit will further the mission of both the City’s water conservation program and the WATER Center.

Environmental Health has identified and secured funding:

- Cargill Cares: \$15,000 approved on the March 27, 2012 consent agenda and awarded June 2012.
- Kansas Health Foundation (OCA 614100): \$25,000 approved on the August 24, 2010 consent agenda and awarded December 2010.
- Water Conservation program funding (OCA 142123): \$33,000
- General donations to the WATER Center: \$2,000

Financial Considerations: The Public Works Environmental Health division has secured outside funding totaling \$42,000. A contract for the limited scope of work for the specific tasks outlined would be for a cost not to exceed \$75,000. \$33,000 in funds for this contract will come exclusively from the Water Conservation budget and will not impact other budgets.

Goal Impact: This exhibit project addresses the Quality of Life goal by honoring the City’s mission of the water conservation program through educating citizens on water pollution and conservation concepts to protect the City of Wichita’s natural resources.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended the City Council approve the contract and authorize the necessary signatures.

Attachments: Contract and exhibit description.



**PROFESSIONAL SERVICES AGREEMENT FOR
INTERPRETIVE DESIGN & PRODUCTION**

This Agreement is between City of Wichita, The WATER Center ("Client"), 101 E. Pawnee, Wichita, KS, 67211 and Taylor Studios, Inc. ("Taylor Studios"), 1320 Harmon Drive, Rantoul, IL, 61866, and provides the terms and conditions according to which Taylor Studios will provide interpretive design and production services to Client.

In consideration of the mutual covenants contained in this Agreement, Client and Taylor Studios agree as follows:

Project Definitions:

The term "Project" refers to the interpretive design and production of an exhibit titled "How Do You Use Water", at the WATER Center in Wichita, KS, as more specifically described in Attachment A and the Design Documents created pursuant to this Agreement. The term "Project" further refers to the Scope of Work to be performed by Taylor Studios and the respective rights and obligations of both Client and Taylor Studios pursuant to this Agreement.

The term "Project Manager" refers to the Taylor Studios representative with authority to act on behalf of Taylor Studios and is responsible for the overall coordination of the Project on Taylor Studios behalf, including but not limited to coordination, decision-making, and maintaining the Project Schedule as set forth in this Agreement. The Project Manager shall be a member of the Project Team. Project Manager:

Megan Gray
Project Manager, Taylor Studios, Inc.
1320 Harmon Drive
Rantoul, IL 61866
Phone: 217-893-4874
Fax: 217-893-1998
mgray@taylorstudios.com

The term "Client's Project Manager" refers to a Client representative with authority to act on behalf of the Client and is responsible for the overall coordination of the Project on Client's behalf, including but not limited to coordination, decision-making, and maintaining the Project Schedule as set forth in this Agreement. The Client's Project Manager shall be a member of the Project Team. Client's Project Manager:

Libby Albers
Environmental Specialist, City of Wichita
WATER Center
101 E. Pawnee, Wichita, KS 67211
Phone: 316-350-3386
Fax: 316-350-3389

The term "Project Team" refers to a group of people designated and authorized by both Client and Taylor Studios to share ideas to better articulate Client's intent and objectives pursuant to this Agreement.

Within a reasonable amount of time after this Agreement is signed, Client and Taylor Studios will provide a list of persons to the other party identifying the persons who shall be members of the Project Team. The persons listed by either party may change as deemed necessary and appropriate by either party. The Project Team is an important aspect to this Agreement in order to share ideas and to inform Taylor Studios of Client's objectives.

The term "Interpretive Resources" refers to materials provided by Client to Taylor Studios in the Design Development Phase that include photographs, graphic images, and research text that facilitate creation of conceptual graphic layouts. These materials are necessary to help the designers develop the proper context for the exhibits.

The term "Design Documents" refers to the documents generated by Taylor Studios pursuant to this Agreement during the design phases, as set forth below.

The term "Final Design Documents" refers to the documents generated by Taylor Studios pursuant to this Agreement during the Final Design Phase, which delineates the specific duties of Taylor Studios in the Production Phase, as set forth below.

The term "Production" refers to the exhibit fabrication and installation.

The term "Contract Price" refers to the total cost of the Project as further defined in Article 4, Section B.

The term "Production Budget" refers to the exhibit fabrication and installation maximum allowable budget to which Taylor Studios will complete the Final Design Documents. The maximum allowable Production Budget of this Agreement is \$63,000.

The term "Project Schedule" refers to a series of specific dates which reflect the parties' intent as to when particular phases of this Agreement will be performed by both parties, as more specifically set forth in Article 4, Section A.

The term "Change Order" refers to a written document signed by both parties reflecting changes to the Scope of Work, Contract Price, Project Schedule or any other term in this Agreement.

The terms "On-site" or "Client's Site" refers to the location where the finished exhibit will be installed.

The term "Basic Services" refers to those services rendered by Taylor Studios that are included in the Contract Price.

The term "Additional Services" refers to optional or additional services that are not included in the Contract Price and are subject to a Change Order at additional expense to the Client.

The term "Scope of Work" refers to the specific duties of Taylor Studios to be performed pursuant to this Agreement, as defined herein, including all attachments and Change Orders entered into between the parties.

Scope of Work:

Taylor Studios will create designs in accordance with a document, previously conceptualized under a separate Agreement, attached hereto and identified as "Attachment A". Taylor Studios shall provide to Client and incorporate into Attachment A, Project budget and Project Schedule.

As the design phases are performed as set forth below, Taylor Studios will create Design Documents pursuant to Article 1, Section A, which shall be signed by both parties and incorporated herein.

INTERPRETIVE DESIGN AND PRODUCTION SERVICES

- I. ARTICLE 1: Taylor Studios Basic Services for the Client will be divided into two phases of work: A) Final Design and B) Production.
 - A. Final Design Phase – The Designer’s work in the Final Design Phase will be based on the Conceptual Exhibit Design drawings previously completed under a separate Agreement and the specific Production Budget established in this Agreement. In the Final Design Phase the design is finalized and the Project’s Production documents are completed including component schedules; the graphics/signage typicals; audiovisual treatments, and equipment selections; and exhibit component elevations, details, and finishes.
 1. Audiovisual Elements – Taylor Studios will develop the final concepts for audiovisual and audiovisual interactive elements that are part of the interpretive experience and work to integrate these elements into overall fabric of the site and other interpretive elements.
 2. Copy Submittal
 - a. Based on previously approved content outline and sample exhibit label text presented in the Design Development Phase, Taylor Studios will prepare a first draft of the exhibit label text for 90% of all interpretive panels and graphics for final authentication for accuracy of content. Labels will be written in a friendly, conversational style for easy, entertaining reading by a general audience.
 - b. Taylor Studios will prepare and resubmit a final edit of the copy for final review and approval. The final edit will correct any factual inaccuracies discovered in the authentication process and adjust the length of the text for final panel copy fitting. The final edit of copy is the last opportunity for the Client to request changes to the copy.
 3. Graphic Design and Layout System – Taylor Studios will prepare and document a graphics design system that establishes the layout parameters for each typical sign and graphic element for the Client’s approval. In the subsequent Production Phase, Taylor Studios will produce and provide final layouts and production ready design files for each of the individual graphic elements.
 4. Final Design Budget – Taylor Studios will prepare a final line-item budget for all exhibit elements, the total of which will become the Production costs for the Project.
 5. Final Design Documents – Taylor Studios will provide one (1) electronic PDF copy of the documents. The Client’s Project Manager is responsible for distributing the documents to the Project Team, collecting comments from the Project Team, and submitting unified Project Team comments to Taylor Studios. Additional copies can be provided as a Reimbursable Expense.
 6. Authorization to Proceed
 - a. Taylor Studios will not begin the next phase of work until Client has approved the Design Documents for the current phase of work in writing and Client has authorized Taylor

Studios to proceed with the next phase of work. The Client will submit such authorization or submit a Request for Revision to Taylor Studios within ten (10) business days of receipt of the Design Documents.

- b. In the event Client fails to submit such authorization or submit a Request for Revision to Taylor Studios within said timeframe, Taylor Studios will notify Client that it is proceeding with the next phase of work based upon the Design Documents previously provided.
 - c. If Client wishes to submit a Request for Revision to the Design Documents after the receipt of the forgoing notice, it must do so within five (5) business days. If Client fails to respond within said timeframe, any Request for Revision to the Design Documents will be deemed conclusively waived by Client and the Design Documents previously provided by Taylor Studios shall be conclusively presumed approved by Client. Any Request for Revision to the Design Documents after the expiration of said timeframe will be pursuant to a Change Order, Additional Service, and Project Schedule extension.
 - d. Further, in the event Client fails to respond within said timeframe of receipt of the forgoing notice, Taylor Studios has the right to suspend all further performance under this Agreement until such time that a Change Order is entered into resolving any and all issues, including but not limited to, Additional Services and a Project Schedule extension.
- B. Production Phase – Taylor Studios will fabricate and install the approved exhibit elements designed and documented in the Final Design Phase of the Project, and within the established Production Budget set forth in this agreement.
- 1. Final Graphic Design and Copy Submittal
 - a. Taylor Studios will produce and provide final layouts and copy for each of the individual graphic elements for the Client's approval. The Final Graphic Design and Copy Submittal presents the last opportunity for any changes to the layout, images, and copy of the graphics.
 - b. Client requested changes to the layout, images, or copy of the graphics after Client approval of the Final Graphic Design and Copy Submittal will be considered Additional Services.
 - 2. In-Shop Inspections – Taylor Studios will invite the Client to make periodic visits to their shop, as specifically set forth in Article 4, Section A, to observe work in progress and to determine, in general, if the work is proceeding in accordance with the Final Design Documents. The Client's costs and travel expenses are not included in the Basic Services of this contract.
 - 3. Project Website – Taylor Studios will create a Project Website for Client review of progress. Progress photos will be updated at least monthly. The Client will make every effort to review this website in a timely manner and will request any changes to fabrications within five (5) business days of a new website posting. Taylor Studios will notify the Project Team when Project Website updates are made.
 - 4. Minor Changes Not Affecting Contract Price – Taylor Studios has authority to make minor changes in the Scope of Work not involving an adjustment of the Contract Price or the Project Schedule, if such changes are consistent with the intent of this Agreement and are reasonable or

practical in the opinion of Taylor Studios. In this event, Taylor Studios will send to Client a Change Notice, so indicating any such change.

II. ARTICLE 2: CLIENT'S RESPONSIBILITIES

- A. Client's Project Manager – The Client shall designate a Project Manager responsible for overall coordination of the Project.
 - 1. This representative will be authorized to act on behalf of the Client and will have the authority to render decisions concerning design, process, and budgetary issues.
 - 2. The Client's Project Manager will be responsible for coordination among all parties, including the Client, the Client's staff, and other Project consultants including, but not limited to, the Architect.
 - 3. The Client's Project Manager will be responsible for maintaining the Project Schedule and the adherence to the Project Schedule by all parties.
- B. Administrative Assistance – The Client will provide assistance in calling meetings, scheduling reviews and presentations, and coordinating the work of the Client, the Client's Staff, and the Client's building and site contractors with the work of Taylor Studios.
- C. Decisions and Approvals – The Client, through the Project Manager, will make every effort to render decisions and approvals within two (2) business days, so as to avoid delay in the progress of Taylor Studios work. Absent notice of disapproval within such time, the authorization to proceed shall be deemed approved.
- D. Access to Resources – The Client will provide Taylor Studios with reports from any existing and ongoing planning studies pertinent to the Project. The Client will provide any existing maps, site plans, drawings, or other relevant documents required by Taylor Studios for the successful performance of the work.
- E. Review and Authentication – The Client will be responsible for review and authentication of any natural elements; custom created illustrations, maps, diagrams and painted murals. If Taylor Studios is required to provide an independent scholarly review or technical evaluation of any of these elements it will be considered Additional Services.
- F. Notice of Revisions and Changes – The Client shall promptly inform Taylor Studios of any changes made, or planned to be made, in the character or design of the site or its structures that may affect the Taylor Studios' work. The Client's architect's drawings and other documents shall call attention to and clearly indicate these changes.
- G. Image and Photo Acquisition – Client shall be responsible for securing usage rights and reproducible originals of images and photos identified by Taylor Studios for use in the exhibit. Client shall acquire rights to all images by the first two (2) weeks of the Production Phase.
- H. Label Copy Style – Unless otherwise directed by Client, Taylor Studios will use the latest edition of the Chicago Manual of Style as the final authority on grammar and usage in exhibit label copy. The copy that Taylor Studios submits to the Client for review shall conform to the guidelines therein, with exceptions made for readability or humor if necessary. The Client represents by final approval

of copy that the Client considers the spelling, grammar, and usage to be correct. Any changes made after final approval will be pursuant to a Change Order.

- I. Off-Budget Items – Design and/or coordination services relating to any off-budget items shall be considered Additional Services. Off-budget items include any elements of the exhibits and/or signage which are not funded within the Client's maximum allowable Production Budget, upon which Taylor Studios' contracted fee is based. Such items may include, but are not limited to, elements fabricated by the Client's forces under a separate budget and/or contributions by outside parties of equipment and/or services in kind.
- J. Additional Services – The Project Team will discuss optional or Additional Services if the need arises during performance under this Agreement. Either party will inform the other party as to the reasons why the Additional Services are needed and a Change Order will reflect any such agreement reached.
- K. Client-Caused Delays in Schedule – If Client causes excessive delays in the Project Schedule, a Change Order will be prepared and signed including possible modifications to the Project Schedule and additional fees may be charged. An "excessive delay" is defined as an act or omission by Client or Client's agent interfering with Taylor Studios' timely performance under this Agreement. Delays may include lack of timely approval on progress (e.g. approving copy, approving images, approving designs, etc.), providing information or usable photographs according to the Project Schedule, site readiness delays, coordination of other contractors, etc. A delay caused by a contractor, subcontractor or other agent of Client shall be considered a delay by Client. Additional fees may be assessed based on additional project management needed, rush charges including the cost of overtime or material rushes, exhibit storage fees, excessive delays that result in increased labor and material costs, and other costs directly caused by the excessive delay. Taylor Studios will communicate in advance if delays appear to be imminent.
- L. Delays for Causes Beyond the Control of Either Party – In the event that there is a shortage of materials, inability to obtain materials, delivery problems, inclement weather, labor strikes, Acts of God or other causes beyond the control of either party, except as otherwise provided in subparagraph Client-Caused Delays in Schedule above, the Project Schedule shall be modified, as is necessary, taking into consideration all relevant factors. The Project Team shall revise the Project Schedule to their mutual satisfaction without additional expense to either party, pursuant to a Change Order.

III. ARTICLE 3: GENERAL CONDITIONS

- A. Entire Agreement – This Agreement represents the entire agreement between the parties and takes precedent over any and all prior or simultaneous negotiations and agreements concerning the subject matter hereof whether written or oral. This Agreement may be amended only in writing signed by the parties hereto pursuant to a Change Order, as provided herein.
- B. Requests for Information – Taylor Studios will maintain a written "Request for Information" system to transmit questions requesting answers among the members of the Project Team. Requests for Information will be submitted by Taylor Studios to Client via mail, fax, email, or Project website. The Client will provide a written response within five (5) business days of receipt.
- C. Change Orders – Change Orders shall be in writing and signed by both parties reflecting any modifications to the Agreement. Both parties shall receive copies of all Change Orders and the

modifications stated therein shall modify the terms of this Agreement and are enforceable as if those terms were fully set forth in the original Agreement.

D. Request for Revision

- a. In the event that Client disapproves of the Design Documents, the Client shall submit a Request for Revision by providing Taylor Studios with a written description specifying any problems or departures from the Scope of Work, that are the basis for such disapproval. Furthermore, a Change Order will be entered into extending the Project Schedule.
- b. Taylor Studios shall thereafter make revisions to the Design Documents, as it deems necessary to be consistent with the Scope of Work, and resubmit the Design Documents to Client for Authorization to Proceed.
- c. Any Client disapproval or Request for Revision of the Design Documents in excess of one (1) per phase will be considered Additional Services.

E. Ownership – All sketches, drawings, molds and prototypes prepared by Taylor Studios in connection with performance of its obligations under this Agreement shall remain the property of Taylor Studios and no use thereof shall be made by any person except upon written permission of Taylor Studios, except for the Client's self-promotion which will include the appropriate credit to Taylor Studios as the designer.

F. Notices – Any notice sent to the other party pursuant to this Agreement, will be sent by fax, or email, addressed to the Project Manager, Client's Project Manager, or other designated representative of the Project Team. The effective date of any such notice shall be the date the notice was received. In the event of notice by email, the parties agree to reply upon receipt if requested, to confirm receipt. If prior email communication was effective between two email addresses, any subsequent email communication to these same email addresses shall be deemed received as of the date it was sent

G. Work Performed By Others – Taylor Studios calculated the Scope of Work to be performed, the Project Schedule and the pricing of services to be rendered upon the assumption that its employees and subcontractors will perform all of the work on its part to be performed concerning the Project. In the event that Client requires any portion of the work be performed by others, all costs associated with said work shall be deemed Additional Services and will be subject to a Change Order.

H. Tax Exempt Organizations – If Client is an entity which has qualified as a tax exempt organization under Federal law and has obtained from the legal division of the State within which it is located, a letter identifying the organization as being exempt from the imposition of sales and use taxes in that State, the Client may not be required to pay such taxes in any purchase under this contract. If Client is such an organization, the Client must provide to Taylor Studios a copy of the letter received by Client from the legal division of the State's Department of Revenue that identifies Client as being tax exempt and which assigns to Client an exemption number. Upon provision of that letter to Taylor Studios, Taylor Studios will refrain from collecting sales and use taxes from Client, as the law would otherwise require.

I. Mandatory Arbitration – The Client and Taylor Studios will attempt in good faith to resolve promptly through negotiation or mediation any claim or dispute arising out of, or relating to, this Agreement. If the dispute is not resolved through negotiation or mediation, the dispute shall be referred to a mutually agreed upon Arbitrator. The arbitrator's decision shall be final, legally

binding and judgment may be entered thereon. In the event of a dispute concerning the method or means of the arbitration, Kansas Uniform Arbitration Act shall govern.

- J. **Applicable Law; Venue** – This agreement shall be governed by and construed in accordance with the laws and decisions of the state of Kansas without regard to conflict of law rules of Kansas. If litigation is instituted by a part to enforce or interpret this Agreement, exclusive venue shall lie in Wichita, Kansas.
- K. **Third Party Liability**
- a. The Client agrees to indemnify, defend and hold Taylor Studios harmless against any claims brought against it for violation of copyright resulting from failure of Client to obtain usage rights as described in Article II herein.
 - b. The parties agree to indemnify, defend and hold each other harmless against any claims arising from any neglect act or omission on the part of the indemnifying party arising from the performance of any obligation under this agreement. "Claims" refers to any losses, actions, liabilities, damages, expenses, and reasonable attorney's fees, court costs and similar claims.
- G. **Attorneys Fees** – In the event either party is found to be in default or in breach of contract to the other party, by mediation, arbitration or in a court of law of competent jurisdiction, the non-defaulting party shall be entitled to and shall recover as damages from the defaulting party all reasonable expenses relating to the interpretation or enforcement of this Agreement, including but not limited to its reasonable attorneys fees including all fees prior to the commencement of mediation or arbitration relating to the default. The attorney's fees recoverable shall include paralegal fees, court costs, expert's fees, deposition transcription fees, travel and hotel expenses and other reasonable and necessary legal and arbitration fees and expenses starting as of the date of default.
- H. **Default and Termination** – A "default" refers to a failure by either party to perform one or more of the obligations imposed on it pursuant to this Agreement. If either party believes the other party is in default for any reason, a Default Notice shall be sent informing the other party of the factual basis which constitutes the default. Said notice shall provide the other party a reasonable period of time to cure the default, not to exceed ten (10) business days, unless the parties agree in writing otherwise. The parties realize that time is of the essence concerning all aspects of this Agreement. If the defaulting party fails to cure the default within ten (10) business days after the written notice, the non-defaulting party may elect to terminate this Agreement by sending the other party a Notice of Termination. If Client terminates for any reason, Taylor Studios shall be entitled to compensation equal to the reasonable value of the services it rendered and performed and the reasonable value of the materials provided up to the time of termination.
- L. **Mutual Termination** – This Agreement may be terminated by agreement at anytime pursuant to a Change Order. In the event both parties desire to terminate, the parties shall make every effort to agree to reasonable terms to compensate Taylor Studios for the work, services, and materials provided up to and including the date the Change Order is signed. Taylor Studios shall be entitled to compensation equal to the reasonable value of the services it rendered and performed and the reasonable value of the materials provided up to the time of termination, including lost profit it reasonably likely would have earned pursuant to the contract up to the date of the termination.

- M. Certificate of Insurance – Taylor Studios shall file a Certificate of Insurance with the Client prior to commencement of work and will list the Client as additional insured. The Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) calendar days prior written notice has been given to the Client. The Certificate of Insurance will contain the following limits:
1. General Liability: \$1,000,000
 2. Automobile Liability: \$1,000,000
 3. Excess/Umbrella Liability: \$5,000,000
 4. Workers Compensation and Employers' Liability: \$1,000,000
 5. Design Consultant Professional Liability: \$1,000,000
- N. Non-Discrimination Certification – Taylor Studios certifies that it is an equal opportunity employer and does not discriminate against employees or applicants for employment because of religion, race, color, national origin, age, sex, or disability, in accordance with the State and Federal laws.
- O. Credit to Taylor Studios – Taylor Studios shall be entitled to credit for the design and production of the exhibits on documentary materials, promotional materials, internet postings, and images thereof, pertaining to the Project. Taylor Studios shall be permitted to place a graphic element in an appropriate location within the completed exhibition that clearly credits Taylor Studios with the design of the exhibition.
- P. Warranty – Taylor Studios will provide the Client with a five year warranty. The five year warranty begins upon Client approval of substantial completion and ends five years from that date. Taylor Studios warrants to the Client that all design, fabrication, materials, equipment, and installation furnished under this Agreement shall be in accordance with generally accepted professional museum design practices. Taylor Studios further warrants that the work will conform to the requirements of the Design Documents and will be fabricated and installed in a good and workmanlike manner free from defects, except for those inherent in the quality of the work the Design Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. Taylor Studios five year warranty excludes audiovisual and pre-manufactured equipment, Taylor Studios five year warranty further excludes remedy for damage or defect caused by abuse, alterations to the work not executed by Taylor Studios, improper or insufficient maintenance, improper operation, natural disasters or normal wear and tear under normal usage. During the five year period, Taylor Studios shall repair and/or replace defective design, fabrication, materials, equipment, installation, or other items furnished under this Agreement.
- Q. Order of Precedence; Incorporation by Reference – Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) Attachment A. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

IV. ARTICLE 4: PROJECT AND PAYMENT SCHEDULES

A. Project Schedule

08/17/2012	Taylor Studios & Client will sign Contract
08/20/2012	Taylor Studios will begin Final Design Phase

10/29/2012	Taylor Studios will provide Client Final Design Documents
11/09/2012	Client will approve Final Design Documents
11/12/2012	Taylor Studios will begin Production Phase
11/26/2012	Client will provide Final Photos for Graphics
12/10/2012	Taylor Studios will provide Client Final Graphic Design and Copy
12/14/2012	Client will approve Final Graphic Design and Copy
02/15/2012	Taylor Studios will have Exhibits Packed and Ready for Shipment
03/15/2012	Taylor Studios will be substantially complete with installation

- B. Contract Price and Payment Schedule – The total price for all work contemplated by this agreement is \$75,000 (“Contract Price”). The Contract Price is composed of elements that will be separately billed and payable as follows:

1. The fee for Design is \$12,000. Payments will be made as follows:

Description:	Payment Amount:	Due Date:
Down Payment for Credit Against Design Work	\$4,000	08/30/2012
September Monthly Progress Payment	\$4,000	09/30/2012
Final Payment Upon Client Approval of Final Design	\$4,000	11/09/2012

2. The fee for Production is \$63,000. Payments will be made as follows:

Description:	Payment Amount:	Due Date:
Down Payment – Production Begins	\$18,900	11/30/2012
Progress Payment – 50% Complete with Production	\$18,900	01/15/2013
Progress Payment – Exhibits Packed & Ready for Shipment. Payment Due Prior to Shipping.	\$18,900	02/15/2013
Final Payment – Substantially Complete with Installation	\$6,300	03/15/2013

3. Taylor Studios will submit all invoices to the Client thirty (30) calendar days before the agreed upon due date. The parties agree that all payments due under any invoice will be paid within thirty (30) calendar days of receipt by Client and that any amount unpaid thereafter shall then begin to accrue interest at the rate of eighteen percent (18%) per annum on any amount outstanding and unpaid beyond that date.

SIGNATURES TO THE AGREEMENT:

The parties have signed this Agreement as their free and voluntary act on the date set forth next to their names below. Each party represents to the other that they have authority to enter into this Agreement,

City of Wichita, The WATER Center
May 15, 2012

Taylor Studios, Inc.
Interpretive Design & Production Services Agreement

that each person signing below fully understands the meaning of the provisions contained herein, and each agrees to comply with its terms to the best of their ability.

Attest:

City of Wichita, Kansas

Deputy City Clerk

Carl G. Brewer, Mayor

Approved as to form this _____

Taylor Studios, Inc.

Director of Law

By _____
(print or type name and title of
authorized agent)



1320 Harmon Drive, Rantoul, IL 61866
 Phone: 217-893-4874 Fax: 217-893-1998
 www.taylorstudios.com

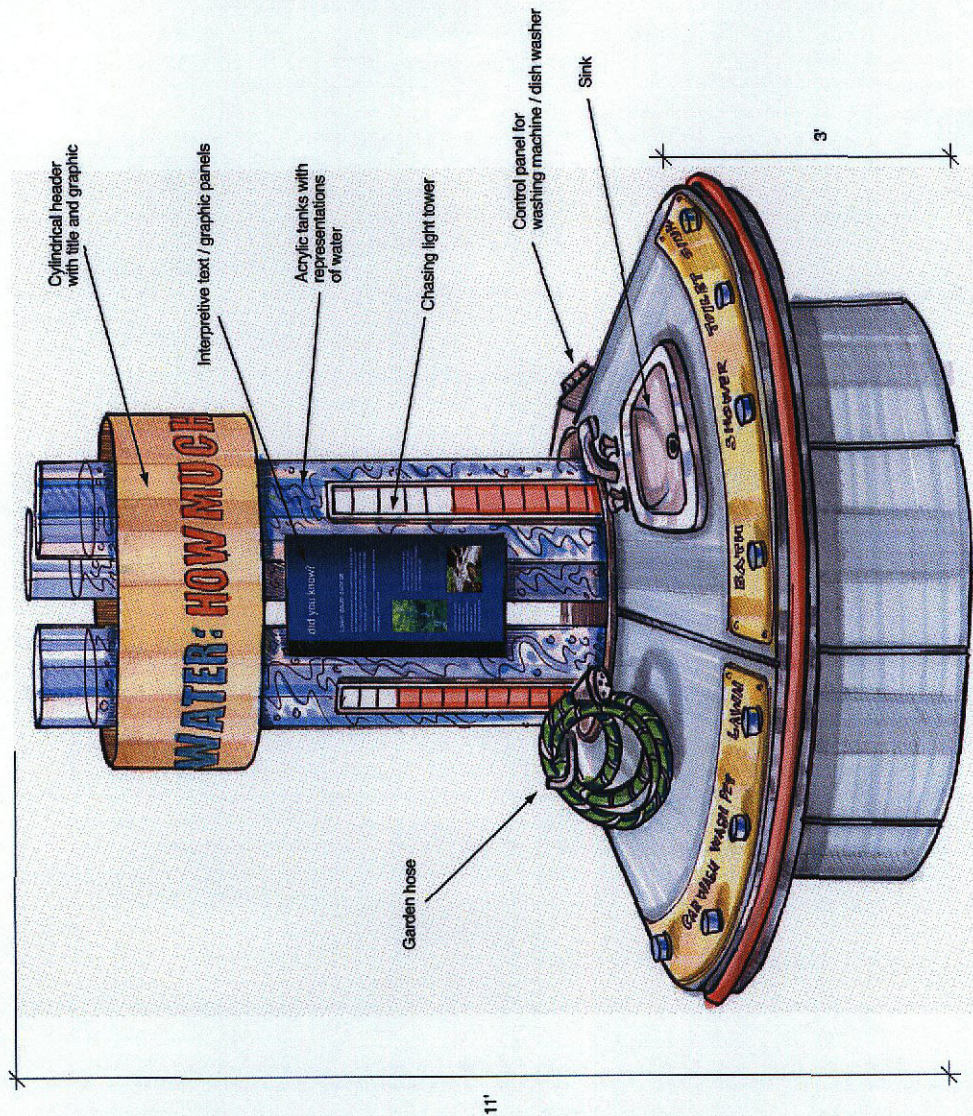
Client: City of Wichita

Project: Welcome Panel, How Do You Use Water, & Commercial & Municipal Water Uses

Location: Wichita, KS

Date: November 17, 2011

Dwg. \ Ref. Number	Qty.	Description	2012 Design Cost	2012 Fabrication Cost	2012 Installation Cost	2012 Total Cost
5	1	Conceptual Exhibit: Welcome Panel	\$ 5,000	\$ 20,000	\$ 5,000	\$ 30,000
13	1	Conceptual Exhibit: How Do You Use Water	\$ 12,000	\$ 50,000	\$ 13,000	\$ 75,000
14	1	Conceptual Exhibit: Commercial & Municipal Water Uses	\$ 9,000	\$ 38,000	\$ 10,000	\$ 57,000
		Total	\$ 26,000	\$ 108,000	\$ 28,000	\$ 162,000



How do you use water

For this interactive exhibit, the visitor is invited to compare a variety of domestic tasks that require water. The exhibit is broken into three modules, each identified by a common household fixture, such as a sink, a garden hose, and the control panel for a washing machine/dish washer. Four to six arcade buttons in each area initiate chasing lights in a vertical light tower. As a button is depressed, a vertical band of light travels upward to indicate the amount of water an average bath would require. Divisions within the light tower represent average quantities for each of the corresponding tasks. The visitor is thus able to compare average water consumption required by diverse household tasks such as washing a normal sized pet, and washing a car.

The interpretive goal of this exhibit is to give the visitor an entertaining process by which to examine personal water consumption habits as well as compare a range of water consuming tasks. The visitor will enjoy activating the light panels, and seeing normal tasks instantly quantified. Interpretive text placed between the tanks (which contain not real water, but translucent representations) will suggest many ways to decrease personal consumption, such as placing a brick in the toilet tank, timing showers, using bath water for plants, and turning off water while brushing teeth and shaving.

Draft Project Schedule

	Activity Name	Start Date	Finish Date	Duration	2012							2013				
					Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar			
1	12-11 Wichita, City of - How Do You Use Water	7/20/12	3/15/13	171												
2	Contracting Phase	7/20/12	8/17/12	21												
3	Client - Contract Awarded	7/20/12	7/20/12	0												
4	All - Contract Negotiations	7/23/12	8/17/12	20												
5	All - Contract Signed	8/17/12	8/17/12	0												
6	Design Phase	8/20/12	11/9/12	60												
7	Pre-Production Phase	8/20/12	11/9/12	60												
8	TSI - Orientation to the Project	8/20/12	8/31/12	10												
9	TSI - Develop Phase Deliverables	9/3/12	10/19/12	35												
10	TSI - Develop 100% Budget	10/22/12	10/23/12	2												
11	TSI - Phase Deliverables Internal Review	10/24/12	10/26/12	3												
12	TSI - Phase Deliverables Received by Client	10/29/12	10/29/12	0												
13	All - Phase End Conference Call Presentation	10/29/12	10/29/12	0												
14	Client - Review of Phase Deliverables	10/29/12	11/9/12	10												
15	Client - Approval of Phase Deliverables	11/9/12	11/9/12	0												
16	Production Phase	11/12/12	3/15/13	90												
17	Final Graphic Design & Production Phase	11/12/12	1/25/13	55												
18	TSI - Create Final Graphic Design	11/12/12	11/30/12	15												

Draft Project Schedule

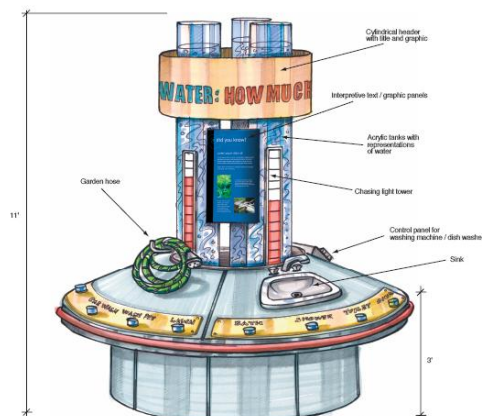
	Activity Name	Start Date	Finish Date	Duration	2012							2013			
					Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar		
19	TSI - Final Graphic Design Internal Review	12/3/12	12/7/12	5											
20	TSI - Final Graphic Design Received by Client	12/10/12	12/10/12	0											
21	Client - Review of Final Graphic Design	12/10/12	12/14/12	5											
22	Client - Approval of Final Graphic Design	12/14/12	12/14/12	0											
23	TSI - Create Production Files	12/17/12	1/4/13	15											
24	TSI - Graphic Production / Printing	1/7/13	1/25/13	15											
25	Exhibit Production Phase	11/12/12	2/15/13	70											
26	TSI - Fabricate Exhibits	11/12/12	2/15/13	70											
27	TSI - Exhibits are Ready to Ship	2/15/13	2/15/13	0											
28	Client - Provide Photos of Site Conditions	2/15/13	2/15/13	0											
29	Shipping, Installation, & Project Closeout Phase	2/18/13	3/15/13	20											
30	TSI - Shipping & Handling	2/18/13	2/22/13	5											
31	TSI - Install Exhibits & On-site Training	2/25/13	3/1/13	5											
32	TSI - Substantially Complete Installation	3/1/13	3/1/13	0											
33	Client - Approval of Substantially Complete Installation	3/1/13	3/1/13	0											
34	TSI - Complete Punch List	3/4/13	3/15/13	10											
35	TSI - Create Maintenance Manual	3/4/13	3/15/13	10											
36	Project Complete	3/15/13	3/15/13	0											
					Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar		

Water: It's More Than You Drink

Sponsors:	Cargill Cares (\$15,000)
	Kansas Health Foundation (\$25,000)
	Donations (\$2,000)
Total Cost:	\$75,000
Remaining Need:	\$33,000

Cost Description

Final Design	\$12,000
Fabrication	\$50,000
Installation	\$13,000



Original exhibit concept will be enhanced with historic household items.

Objective: to creatively teach visitors about their water habits, how those habits have changed in recent decades, and how to conserve this vital clean water supply for future generations.

Deliverable: hands-on, interactive water-education exhibit that incorporates historic household equipment with modern water-footprint calculators.

The WATER Center's education exhibit, *Water: It's More Than You Drink* (hereafter referred to as the "Project"), will communicate the true amount of clean water it takes to maintain a healthy lifestyle in a first-world country. Although Project visitors may only drink a few glasses of water each day, indirectly they consume thousands of gallons with activities such as food preparation, bathing, laundry, and waste disposal.

The Project will incorporate historic water implements with modern water-footprint calculators to convey how visitors' human water use habits have changed over time and with industrialization. Larger water treatment facilities, widespread infrastructure, and reliable water sources have made safe water easily available and allowed for the creation of numerous household conveniences and luxuries possible - water waste is subconscious, habitual and built-in. Eighty years ago laundry water would have been used first on delicates, then reused on whites, followed by colored clothing, and finally reused again on heavily soiled work-wear. A modern washing machine may use up to fifty-five gallons of water in just one cycle. Although many of today's conveniences require substantially larger amounts of water, responsible behaviors can lessen the water impact.

The exhibit Project is part of a larger vision for water education in Kansas. The WATER Center has developed conceptual designs for Captive Flow: The Endless Journey of Water--a self-guided, permanent exhibition designed to engage the public and broaden their understanding of water. When this fact-based exhibition is complete, visitors will embark on a journey of discovery through the anatomy of a water molecule, an alluvial aquifer, soil formation, water conservation practices, pollution pathways, and more. Eight of the fifteen interactive displays have been installed.

The Project will expand the WATER Center's efficacy by presenting personally-relevant water information using visual, tactile, and auditory methods. Visitors will be exposed to and confronted with their direct and indirect water consumption habits and how those habits have changed over time. Visitors will be given tools with which to make future decisions about their personal water use, such as:

- Learning the amount of water a task should consume without losing any efficiency or giving up safety (what is normal water use)
- Whether water is really needed for the task (for example, sweeping a driveway with a broom rather than washing down with a hose)
- What to look for when purchasing water using devices so as to get a device that uses less than the conventional standard
- What items people use that require a great deal of water during its manufacture and should therefore itself be carefully used
- When should safe, potable water be used as opposed to a less highly treated water
- How their lifestyle decisions effect water supply and water safety over time

WATER Center | 101 E. Pawnee | Wichita, KS | 67211 | 316-337-9262 | www.wichita.gov

The City of Wichita's WATER Center is an environmental remediation and education project for the Gilbert-Mosley groundwater site. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

**City of Wichita
City Council Meeting
August 7, 2012**

TO: Mayor and City Council

SUBJECT: Design Supplemental Agreement No. 11-Kellogg and Woodlawn Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 11.

Background: On June 10, 1997, the City entered into an agreement with Cook, Flatt & Strobel Engineers, P.A. (CF&S) to begin preliminary design for East Kellogg, from Edgemoor to 127th Street East. On January 11, 2000, the City entered into an agreement with CF&S to prepare construction plans for the Kellogg and Woodlawn Interchange. The construction of the Kellogg and Woodlawn Interchange was completed in 2005. Since the completion of the project the City of Eastborough and the City of Wichita have been negotiating to resolve ownership of the right-of-way that was purchased with the project, as well as working to assign future maintenance responsibilities in this area.

Analysis: CF&S is requested to provide legal descriptions for the establishment of the north right-of-way line of Kellogg Drive, distinguishing between the City of Eastborough and City of Wichita. The north right-of-way line will establish the boundaries and future maintenance duties for each city.

Financial Considerations: Supplemental Agreements 1-10 included the concept/final design of the Kellogg and Woodlawn interchange and the Kellogg and Rock interchange, along with the construction engineering for both projects. The fee for Supplemental Agreement No. 11 is \$9,500 for a total design/construction engineering fee of \$13,682,849. Funding is available within the existing budget.

Goal Impact: The project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety in an aesthetically pleasing manner.

Legal Considerations: Supplemental Agreement No. 11 has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 11 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 11.

SUPPLEMENTAL AGREEMENT NO. 11

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 10, 1997

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

COOK, FLATT & STROBEL ENGINEERS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 10, 1997) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **KELLOGG & WOODLAWN INTERCHANGE**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

KELLOGG & WOODLAWN INTERCHANGE

(Project No. 472 83629, OCA #702318)

- Provide survey services and legal descriptions of each lot for the area of the Kellogg Project near Eastborough Wall (see Attached).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$9,500.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2012.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

COOK, FLATT & STROBEL ENGINEERS, P.A.

(Name and Title)

ATTEST:



2930 SW Woodside Dr.
Topeka, Kansas 66614
(785) 272-4706
(785) 272-4736 Fax
www.cfse.com

Other Offices:
Kansas City, Missouri
Lawrence, Kansas
Kansas City, Kansas
Manhattan, Kansas
Wichita, Kansas

June 22, 2012

City of Wichita
455 N. Main
Wichita, KS 67202

Attn: Mike Jacobs, P.E., Special Projects Engineer

Dear Mike:

CFS Engineers proposes to provide professional engineering services in connection with providing survey services and legal descriptions of each lot for the area of the Kellogg Project near Eastborough Wall. (hereinafter called the "project").

Our services will consist of professional engineering services as set forth in the printed General Provisions as amended consisting of four pages, supplemented in Appendix A consisting of one page and Exhibit A consisting of one page thereto, all of which are attached to this letter, and such additional services as you may request.

Lump Sum Fees for our services are as follows:

Survey and Legal Descriptions of each lot..... S 9,500.00

Additional or non-customary services will be negotiated as required.

Payments will be made monthly based on progress invoices prepared by CFS. CFS will begin services promptly after the receipt of your acceptance of this proposal.

If there are protracted delays exceeding one year for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Kenneth M. Blair, P.E.
Chairman of the Board

Robert S. Chambers, P.E.
President-Treasurer

Sabin A. Yañez, P.E.
Sr. Vice President, Secretary

Kevin K. Holland, P.E.
Vice President

Daniel W. Holloway, P.E.
Vice President

Charles C. LePage, P.E.
Vice President

Lance W. Scott, P.E.
Vice President

Melvin D. Chapman, P.E.
Consultant

Services rendered in the customary phases which, together with the general understandings applicable to our relationship, are set forth in the printed General Provisions and Exhibit A thereto, which are attached to and made a part of this proposal and may only be modified in writing signed by both parties. Your responsibilities are set forth in the General Provisions.

Provided this proposal is satisfactory, please sign the enclosed copy and return to our office.

The opportunity to provide this service to City of Wichita is appreciated.

Respectfully,
Cook, Flatt & Strobel Engineers, P.A.



Robert S. Chambers, P.E.
President

Accepted this _____ day of _____, 2012.

CITY OF WICHITA

Signature of Officer or Authorized Agent

Print Name/Title of Officer or Authorized Agent

Attachments:

- General Provisions
- Appendix A – Engineering Services

FURTHER DESCRIPTIONS OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:

This is an exhibit attached to and made part of the General Provisions attached to Letter Agreement dated June 22, 2012, between City of Wichita (**OWNER**) and Cook, Flatt & Strobel, Engineers, P.A. (**ENGINEER**) providing for professional engineering services. The basic services of **ENGINEER** as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

ENGINEER shall perform and limit his work to the following:

Survey & Descriptions

1. Perform survey of area noted as needed to find lot pins.
2. Provide legal description of each lot. Legal description to be forwarded to Sedgwick County for their records.

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated June 22, 2012 between CITY OF WICHITA (OWNER) and Cook, Flatt & Strobel Engineers P.A. (ENGINEER) in respect of the Project described therein.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as stated in Appendix A which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2 Site Access and Control. OWNER grants to ENGINEER the right of entry to the Project Site by ENGINEER, its employees, agents, and subcontractors, to perform the Services. If OWNER does not own the Project Site, OWNER warrants to ENGINEER that OWNER has the authority and permission of the owner or occupant of the Project Site to grant such right of entry to ENGINEER. If as a requirement of performing the Services, ENGINEER damages or alters a Project Site owned by a third party, OWNER agrees to pay the cost of restoring the Project Site to the condition of the Project Site prior to the performance of the Services, unless such damage or alteration is caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its employees, agents, or contractors. OWNER acknowledges that it is now and shall remain in control of the Project Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Project Site, now existing, or hereinafter arising or discovered unless caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its agents, employees or contractors. Except as set forth herein, ENGINEER does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. ENGINEER does not undertake to report to any federal, state, or local governmental agency any conditions existing at the Project Site which may present a potential danger to public health, safety, or the environment, but shall promptly notify OWNER of any such conditions foregoing. ENGINEER shall timely notify OWNER and each appropriate federal, state, and local government agency of the existence of any condition at the Project which may present a potential danger to public health, safety, or the environment and of which it is actually aware if ENGINEER is required to so report any such condition under any applicable federal, state or local law, rule, regulation or interpretation. If at any time during the performance of the Services, ENGINEER reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, ENGINEER reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of ENGINEER, ENGINEER may terminate this Agreement.

1.1.3 Permit Assistance. ENGINEER agrees to assist OWNER in obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services. ENGINEER's obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable ENGINEER to perform the Services.

1.1.4 Standard Practice. The Services will be performed on behalf of and solely for the exclusive use of OWNER and for no others. The Services performed by ENGINEER shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and environmental consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ENGINEER MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ENGINEER TO OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 OWNER, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering

or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving OWNER's request, ENGINEER shall return to OWNER a change proposal setting forth an adjustment to the Services and Project Cost estimated by ENGINEER to represent the value of the requested changes. Following OWNER's review of ENGINEER's change proposal, OWNER shall execute a written change order or contract amendment directing ENGINEER to perform the changes in the Services.

2.2 If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" and which will be intended to assist ENGINEER in observing performance of Contractor(s)' work, but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s)' performance.

SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.

3.2 ENGINEER shall indicate to OWNER the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. ENGINEER shall review existing information provided by others and shall give OWNER its opinion as to the risks associated with reliance on such information. OWNER will immediately transmit to ENGINEER any new information concerning the Project that becomes available to it, either directly or indirectly, during the performance of this agreement. OWNER agrees to render reasonable assistance as requested by ENGINEER so the performance of the Services under this Agreement may proceed without delay or interference. ENGINEER will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by OWNER. To the extent that ENGINEER is required to rely solely upon existing information, OWNER agrees to waive any claim against ENGINEER and to indemnify and hold harmless ENGINEER from and against any and all claims, damages, losses, liability, and expenses, including attorneys fees, which may arise from errors, omissions, or inaccuracies in existing information provided to ENGINEER by OWNER, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of ENGINEER or its employees, agents, or contractors. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

3.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.4 Subcontract and Assignment Authorization. ENGINEER shall have the right to subcontract Project Services to be provided under this Agreement to qualified providers of services selected by ENGINEER. The fees and costs of such subcontractor(s) shall be included in ENGINEER's fee as specified in this Agreement, unless OWNER agrees that subcontractor services are to be directly billed to OWNER. ENGINEER shall have the right to assign and delegate any portion or all of its rights and obligations under this Agreement to qualified providers of services selected by ENGINEER, provided that such providers of services are related to ENGINEER as parent, subsidiary or otherwise affiliated entities. Such assignment and delegation shall be on the same terms and conditions as set forth in this Agreement, except that assignees share of the fee for services and the scope of work shall be set forth in a schedule that incorporates by reference the terms and conditions of this Agreement, unless otherwise modified. Such schedule shall include an express assignment and delegation by ENGINEER, and acceptance of such assignment and delegation by the assignee. OWNER hereby prospectively consents to and ratifies such assignment and delegation, which shall be effected at the discretion of ENGINEER.

SECTION 4 - TERMS AND CONDITIONS

4.1 Betterment

If a required item or component of the project should be omitted from construction documents, ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

4.2 Billing and Payment

Invoices submitted by ENGINEER are due upon presentation and shall be considered PAST DUE if not paid within twenty one (21) calendar days of the invoice date. If payment is not received by ENGINEER within twenty one (21) calendar days of the invoice date, invoices shall bear interest at one-and-one half (1.5) percent (or maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the OWNER fails to make payments when due and ENGINEER incurs any costs in order to collect overdue sums from the OWNER, the OWNER agrees that all such collection costs incurred shall immediately become due and payable to ENGINEER. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for ENGINEER time spent in efforts to collect. This obligation of the OWNER to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) calendar days' written notice to the OWNER. ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of suspension caused by any breach of this Agreement by the OWNER.

4.3 Certifications, Guarantees and Warranties

ENGINEER will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the OWNER's project needs require ENGINEER to sign specific certifications or other documents, either for the OWNER or for second parties (such as lenders or potential buyers), the OWNER shall provide ENGINEER with copies of all such documents, containing the language to be signed, prior to entering into this contract. ENGINEER will review the certifications or documents submitted by the OWNER to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow ENGINEER, as licensed professionals, to sign documents and, if not ENGINEER may propose a modified scope of work and cost. Any certifications or document language that ENGINEER has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. ENGINEER shall not be required to sign any certifications or documents, no matter by whom requested, that have not been provided prior to entering the contract or that would result in ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The OWNER also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

4.4 Consequential Damages

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, sub ENGINEERS or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

4.5 Reuse of Documents.

All documents including Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. Upon full payment of ENGINEER's compensation for this project, a license to use the instruments of service shall be transferred to the OWNER. ENGINEER shall retain ownership and copyright of the instruments of service and the right to reuse the information contained in them in the normal course of ENGINEER's practice. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. The OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

4.6 Transfer of Electronic Data

When honoring a request to transfer, in electronic format, any documents to the OWNER, or others designated by the OWNER, ENGINEER makes no representations as to compatibility, usability, or readability of electronic files resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER in creating the files. Electronic drawing files typically contain sufficient data to generate a graphical representation useful for plotting hard copies, but typically do not contain all data necessary for automation of field construction staking activities (this additional data is only developed by ENGINEER if retained for construction staking). Data stored in electronic format is subject to random errors during file transfers and addition, deletions and amendments by agents outside the control of ENGINEER. For these and other reasons, information contained in the electronic files should be treated as a secondary information source to archival hard copies. Information contained in the signed and sealed documents should be deemed to be superior to electronic information. Any inconsistencies the OWNER discovers, between the electronic information and hard copy documents should immediately be reported to ENGINEER so that the source of the inconsistency may be investigated. See Reuse of Instruments of Service for additional terms and conditions related to electronic data and other instruments of service.

4.7 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

4.8 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4.9 Successor and Assigns.

4.9.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part of the Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

4.9.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 4.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractor, as he may deem appropriate to assist him in the performance of services hereunder.

4.9.3 Nothing herein shall be construed to give any rights or Benefits hereunder to anyone other than OWNER and ENGINEER.

4.10 Arbitration

4.10.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 4.10.3 and 4.10.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 4.6 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

4.10.2 Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

4.10.3 All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

4.10.4 No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

4.10.5 By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraph 4.10.3 and 4.10.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent.

4.11 Limitation of Liability

4.11.1 In recognition of the relative risks and benefits of the project to both the OWNER and ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent by law, to limit the liability of ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER to the OWNER shall not exceed ENGINEER's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Should the OWNER desire greater liability limits for the Project, the OWNER shall request such additional insurance prior to entering into this Agreement and ENGINEER will provide a cost quote for the additional insurance, based on the OWNER's requirements.

4.11.2 Insurance. In addition to any other insurance which ENGINEER may choose to carry, ENGINEER shall, at its sole expense, maintain in effect during the performance of the Services under this Agreement insurance coverages as follows: Workers Compensation as required by state law; General Liability and Automobile Liability with a combined single limit of \$1,000,000 per occurrence; Professional Liability, including Pollution Liability \$1,000,000 for claims made against ENGINEER for negligent errors or omissions in performance of Services hereunder. ENGINEER shall deliver to OWNER certificates of insurance, if requested by OWNER.

4.11.3 Indemnification. ENGINEER shall defend, indemnify and hold harmless the OWNER and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys fees (hereinafter referred to collectively as Damages) which directly arise out of or result from injury or death to its employees and subcontractors or damage to property, to the extent the injury or damage is caused by the negligent act or willful misconduct of ENGINEER or its employees, servants and agents in the performance of ENGINEERs work under this Agreement. The OWNER shall give prompt notice to ENGINEER of any such suit, claim, demand, or action relating thereto in order to provide ENGINEER with the earliest opportunity to defend against any actions or proceedings for Damages. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors, or omissions of the OWNER or any of their officers, employees, servants, agents, ENGINEERs, or other representatives. Neither party shall be liable to the other party for any special, indirect, incidental, punitive or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise.

4.11.4 Third Party Claims. In the event any third party brings a suit or a claim for damages against ENGINEER alleging exposure to or damage from materials, elements or constituents at or from the Project Site before, during or after services are performed by ENGINEER under this Agreement, which is alleged to have resulted in or caused any adverse condition to any third party or resulted in claims arising from remedial action, cleanup, uninhabitability of property, or other property damage, OWNER, except to the extent of ENGINEERs gross negligence or willful misconduct, agrees to defend, indemnify and hold ENGINEER harmless against any such suit or claim and any obligation or liability arising there from.

4.11.5 Unforeseen Occurrences. If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in ENGINEERs sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of Services, OWNER will agree with ENGINEER to modify the scope of Services and ENGINEER will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when calculated by OWNER and ENGINEER will be a valid change order. As an alternative, ENGINEER may terminate. Services under this Agreement in writing effective on the date specified by ENGINEER, in which event OWNER shall pay ENGINEER for services performed to the date of termination, plus reasonable expenses of termination.

4.11.6 Force Majeure. ENGINEER shall not be liable to OWNER for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of ENGINEER, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and ENGINEER shall have no further liability to OWNER therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

4.11.7 Captions. The captions and headings in this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.

SECTION 5 – Geotechnical and Engineering

5.1 Tests and Inspections

Client shall cause all tests and inspections of the site, materials and work performed by CFS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and CFS's recommendations. No claims for loss, damage or injury shall be brought against CFS by client or any third party unless all tests and inspections have been so performed and unless CFS's recommendations have been followed. Client agrees to indemnify, defend and hold CFS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or CFS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of CFS, its officers, agents or employees.

5.2 Scheduling of Work

The services set forth in CFS's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by CFS personnel at the prices quoted. If CFS is required to delay commencement of the work or if, upon embarking upon its requirements of third parties, interruptions in the progress of construction or other causes beyond the direct reasonable control of CFS, additional charges will be applicable and payable by client.

5.3 Sample Disposal

Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of CFS's report.

5.4 Hazardous Materials Nothing contained within this agreement shall be construed or interpreted as requiring CFS to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Storm Water Drain No. 361 RFB Bridge Replacement (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On September 13, 2011, the City Council approved a construction contract with Wildcat Construction Company, Inc. to replace the existing culvert bridge. The existing dirt on-site is not suitable for backfill and has already caused pumping of the sub grade for replacement of the turnpike pavement. A change order has been prepared to address this work.

Analysis: After meeting with the Kansas Turnpike Authority, it was decided that it would be best to install a 24" rock base on the remaining portion of the project to prevent pumping of the base on the turnpike. The contractor will increase the base from 8" to 24" to better support the road.

Financial Considerations: The total cost of the additional work is \$19,417. The original contract amount is \$1,882,304. This change order represents 1.03% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing a storm water drain.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.



PUBLIC WORKS-ENGINEERING

June 20, 2012
CHANGE ORDER

To: Wildcat Construction Co., Inc.
Change Order No.: 1
Purchase Order No.: 130720
CHARGE TO OCA No.: 751489

Project: SWD No. 361 - RFB Bridge Replacement
Project No.: 468-84636
OCA No.: 751489
PPN: 485380

Please perform the following extra work at a cost not to exceed \$19,416.56

Additional Work: Increase the 8" reinforced crush rock base to 24" reinforced crushed rock base to prevent pumping of the subgrade on the turnpike

Reason for Additional Work:

Item #1 – The existing dirt on-site is not suitable for back fill and has already caused pumping. After meeting with the KTA and contractor, it was decided that it would be best to install a 24" rock base on the remaining portion of the project to prevent pumping of the base on the turnpike. Contractor will increase the base from 8" to 24" to better support the road.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (751489) - UNDERRUN				
Crushed Rock Base 8" Reinforced	bid	1304 SY @	15.00 =	(\$19,560.00)

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (751489) - ADD				
Crushed Rock Base 24" Reinforced	Negot'd	1304 SY @	29.89 =	\$38,976.56

Total = \$19,416.56

CIP Budget Amount: \$2,500,000.00

Original Contract Amt.: \$1,882,304.40

Consultant: PEC

Current CO Amt.: \$19,416.56

Total Exp. & Encum. To Date: \$2,124,795.11

Amt. of Previous CO's: \$0.00

CO Amount: \$19,416.56

Total of All CO's: \$19,416.56

Unencum. Bal. After CO: \$355,788.33

% of Orig. Contract / 25% Max.: 1.03%

Adjusted Contract Amt.: \$1,901,720.96

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
Interim City Engineer

Date

Approved:

82 Approved as to Form:

Contractor Date

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Change Order No. 3- Emergency Approval for partial repair of the Lincoln Street Dam Fish Ladder/Boat Passage (Districts I and IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order with Dondlinger & Sons for repair of the fish ladder and boat passage.

Background: In late May, after a significant rainfall, the newly constructed fish ladder and boat passage at the Lincoln Street Dam sustained damage, while the river level was raised for the 2012 River Festival. The intense rainfall caused a significant amount of wash out along the east side of the boat pass.

Analysis: In order to repair the damage, without an extensive time lapse, a change order with the current contractor, Dondlinger & Sons, is being initiated. Part of the repair to the fish ladder and boat pass will require access through the bridge deck above the boat pass. The contractor's schedule requires this work to be completed now to avoid a delay in the bridge construction

Financial Considerations: Dondlinger & Sons has agreed to perform the repair to the fish ladder/boat pass for an estimated cost of \$66,990, with the final cost being tracked on a force account basis. Final quantities and charges will be adjusted upon completion. The original contract amount is \$13,737,245. This change order plus previous change orders represents 0.54% of the original contract amount. Funding is available within the existing project budget using General Obligation bonds.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency", allows the City Manager to authorize work to be performed by a contractor without formal bidding. The Law Department has approved the change order as to form.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing improvements to an existing bridge and dam at the Arkansas River.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project, approve Change Order No. 3 and authorize the necessary signatures.

Attachments: Change Order No. 3 and memo.



July 19, 2012

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Dondlinger & Sons Construction Co., Inc.

Project: Lincoln Street Bridge & Dam
Improvements over Arkansas River

Change Order No.: 3

Project No.: 87N-0361-01 / 472-84883

Purchase Order No.: 130190

OCA No.: 715724

CHARGE TO OCA No.: 715724

PPN: 249140

Please perform the following extra work at a cost not to exceed \$66,990.00

Additional Work: Install grout support and beam supports

Reason for Additional Work: The Arkansas River water level was required to be raised during River Festival 2012. Two storm events took place during the first week of festivities on May 30th and June 3rd. The intense rainfall caused a significant amount of wash out along the east side of the boat pass.

The scope of proposed work provided in the attached plan will provide better long-term stability for the boat/fish pass during larger rain events. Repair items #2 and #3 require access through the bridge deck located above the boat pass. The contractor's schedule requires this work be done now to avoid delay on the bridge construction. Contractor's cost will be tracked on a force account basis. Final quantities and budget charges will be adjusted upon completion.

<u>Item (Non-participating)</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Extension</u>
Boat pass restoration	Negot'd	1.0	LS	66,990.00	\$66,990.00

CIP Budget Amount: \$15,110,000.00

Original Contract Amt.: \$13,737,244.60

Consultant: MKEC

Current CO Amt.: \$66,990.00

Total Exp. & Encum. To Date: \$14,672,788.28

Amt. of Previous CO's: \$7,810.00

CO Amount: \$66,990.00

Total of All CO's: \$74,800.00

Unencum. Bal. After CO: \$370,221.72

% of Orig. Contract / 25% Max.: .054%

Adjusted Contract Amt.: \$13,812,044.60

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
Interim City Engineer

Date

Approved:

Approved:

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest:_____

City Clerk



INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
FROM: Alan King, Director of Public Works & Utilities ADK
DATE: July 20, 2012
SUBJECT: Emergency Approval of Change Order with Dondlinger & Sons for repair of the Lincoln Street Dam Fish Ladder/Boat Passage

In late May, after a significant rainfall, the newly constructed fish ladder and boat passage at the Lincoln Street Dam sustained damage while the river level was elevated for the 2012 River Festival and prior to the new dam gates being automatically controlled. City staff and MKEC Engineering Consultants, the project designer have reviewed the sequence of events leading up to the damage occurring, and have formulated a plan for how to fix the problem, with a second opinion to be provided by Parsons Brinckerhoff (PB).

The investigation into the cause of the damage is inconclusive at this time. It appears the significant rainfall on May 30th and June 3rd, coupled with the new dam only being partially operational is believed to have caused a significant amount of wash out along the east side of the boat pass.

Initial repair work to the fish ladder and boat pass is projected to be Sixty-Six Thousand Nine Hundred Ninety Dollars (\$66,990) with the work provided by the project contractor, Dondlinger & Sons. The additional work consists of installing grout and beam supports. The contractor's cost will be tracked on a force account basis and final quantities and costs will be adjusted upon completion.

These two repair items, while only a portion of the overall proposed plan, require access through the bridge deck above the boat pass and is the reason for this Exigency Memo. The contractor's schedule requires this work to be done now to avoid a delay on the bridge construction.

Funding for the repair is available in the existing project budget using general obligation bonds.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

A handwritten signature in black ink, appearing to read 'Robert Layton', written over a horizontal line.

Robert Layton, City Manager

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Change Order No. 5- Greenwich Improvement, between Harry and Kellogg
(District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On January 26, 2010, the City Council approved a contract with Dondlinger & Sons Construction Company, Inc. for improvements to Greenwich, between Harry and Kellogg. A number of work items were identified that were not known at the time of letting. A change order has been prepared to address the additional work.

Analysis: The additional work consists of modifying existing handrail for better site distance at the KTA bridge; repair Woodland Lakes Community Church irrigation, including seeding, grading and sodding. The State Farm Office irrigation was buried by the fill dirt needed for the new reinforced concrete box and will be repaired and sod added to the property. Sidewalk around the retaining walls will be replaced due to cracking caused by insufficient expansion joint thickness. Expansion joints will be increased to 1" to accommodate the movement.

Financial Considerations: The total cost of the additional work is \$55,257. Some of the work may be non-participating. A determination concerning how much of the work will be reimbursable from Kansas Department of Transportation (KDOT) by the Federal Highway Administration grant for the project has not yet been determined. KDOT will determine what percentage of the work will be participating after the work is completed. The original contract amount is \$5,465,173. This change order plus previous change orders represents 3.18% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a roadway through an important transportation corridor.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 5.

May 1, 2012
CHANGE ORDER

To: Dondlinger & Sons Construction Co., Inc. **Project:** Greenwich – Harry to Kellogg
Change Order No.: 5 **Project No.:** 87N-0386-01/472-84863
Purchase Order No.: 030117 **OCA No.:** 707010/636224
CHARGE TO OCA No.: 707010 **PPN:** 209475/779613

Please perform the following extra work at a cost not to exceed \$55,257.63

Additional Work: Modify existing handrail for better site distance. Repair Woodland Lakes Community Church irrigation, sodding and grading issues. Repair State Farm Office irrigation and add sod to property. Replace damaged sidewalk.

Reason for Additional Work:

Item #1 – The existing handrail at between Station 137+25 to 139+12 LT is causing a site obstruction as it is installed per plan. Contractor will remove handrail, cut 21.6' off the end, weld back the end piece and reinstall it.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707010) - ADD				
Modify Handrail	Negot'd	1 LS @	3409.11 =	\$3,409.11

Item #2 – Irrigation will need repaired from Station 127+00 to 137+50 RT. Also, due to the lack of irrigation during the summer, seeding will also be performed in the dead areas. The driveway at Station 135+30 RT was lowered to obtain a better grade. Because of this, additional grading, sodding, and irrigation repairs will be performed.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707010) - ADD				
Repair Woodland Lakes Church Property	Negot'd	1 LS @	11,457.45 =	\$11,457.45

Item #3 – The State Farm Office previously had irrigation installed, which was buried by the fill dirt needed for the new RCB. Contractor is to re-establish the irrigation. Sod is also needed on this lot. All Right of Way adjacent to an established lot gets sodded. Plans currently call for seed.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707010) - ADD				
Repair State Farm Irrigation/SOD	Negot'd	1 LS @	2,199.65 =	\$2,199.65

Item #4 – Sidewalk around the retaining walls will need to be replaced due to cracking. The contractor is to remove and replace sidewalk and install 1" expansion joint between stations 137+80 and 139+00 LT (77.9 SY) and by Station 44+50 RT (44.4 SY)

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707010) - ADD				
Replace Damaged Sidewalk	Negot'd	1 LS @	5,185.52 =	\$5,185.52

Item #5 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707010) - OVERRUN				
88: 8" Temp. Bituminous Pvmnt (KTA)	Bid	165 sy @	60.00 =	\$9,900.00

Item #6 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707010) - UNDERRUN				

89: KTA Silt Fence	Bid	210	lf	@	1.10 =	(\$231.00)
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Item #7 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - DELETE						
90: KTA Erosion Control Blanket	Bid	2700	sy	@	0.20 =	(\$540.00)

Item #8 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - OVERRUN						
116: AC Pvmnt (6") (Drive) (BM-2)	Bid	556	sy	@	24.00 =	\$13,344.00

Item #9 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - UNDERRUN						
117: Protection Curb (< 8")	Bid	56	lf	@	8.25 =	(\$462.00)

Item #10 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - UNDERRUN						
118: Segmental Block Retaining Wall	Bid	162	sf	@	19.50 =	(\$3,159.00)

Item #11 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - UNDERRUN						
119: Concrete Driveway Pvmnt (6") (AE)	Bid	126	sy	@	27.00 =	(\$3,402.00)

Item #12 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - UNDERRUN						
120: Concrete Driveway Pvmnt (8")(Reinf)(AE)	Bid	178	sy	@	32.00 =	(\$5,696.00)

Item #13 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - UNDERRUN						
121: Sidewalk Concrete (4")	Bid	5695	sf	@	1.90 =	(\$10,820.50)

Item #14 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - OVERRUN						
122: Temporary Asphalt Pvmnt (6")	Bid	87	sy	@	38.00 =	\$3,306.00

Item #15 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - OVERRUN						
123: Temporary Asphalt Pvmnt (6") (Incl 5" RCRB) (For Widening)	Bid	887	sy	@	34.00 =	\$30,158.00

Item #16 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - UNDERRUN						
124: Trees, Large Removed	Bid	32	ea	@	150.00 =	(\$4,800.00)

Item #17 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
Charge to OCA (707010) - OVERRUN						
125: Trees, Small Removed	Bid	104	ea	@	150.00 =	\$15,600.00

Item #18 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension		
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Charge to OCA (707010) - UNDERRUN

126: Curb Inlet Protection	Bid	1	ea	@	45.00 =	(\$45.00)
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Item #19 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
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Charge to OCA (707010) - UNDERRUN

127: Ditch Check	Bid	8	ea	@	75.00 =	(\$600.00)
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Item #20 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
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Charge to OCA (707010) - UNDERRUN

128: Silt Fence	Bid	1202	lf	@	1.10 =	(\$1,322.20)
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Item #21 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
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Charge to OCA (707010) - UNDERRUN

129: Erosion Control Blanket	Bid	30,322	sy	@	0.20 =	(\$6,064.40)
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Item #22 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
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Charge to OCA (707010) - OVERRUN

130: Construction Entrance	Bid	1	ea	@	1250.00 =	\$1,250.00
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Item #23 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
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Charge to OCA (707010) - UNDERRUN

131: Portable Changeable Electronic Message Sign	Bid	62	ea	@	55.00 =	(\$3,410.00)
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Total = \$55,257.63

CIP Budget Amount: \$8,856,618.00 (707010)
 \$85,000.00 (636224)

Original Contract Amt.: \$5,465,173.37

Consultant: Parsons Brinkerhoff

Current CO Amt.: \$55,257.63

Total Exp. & Encum. To Date: \$6,404,391.74 (707010)
 \$53,684.2 (636224)

Amt. of Previous CO's: \$118,679.09**CO Amount: \$55,257.63****Total of All CO's: \$173,936.72**

Unencum. Bal. After CO: \$2,397,168.63 (707010)
 \$31,315.80 (636224)

% of Orig. Contract / 25% Max.: 3.18%**Adjusted Contract Amt.: \$5,639,110.09****Recommended By:****Approved:**

 Greg Baalman, P.E.
 Construction Engineer

 Date

 Gary Janzen, P.E.
 Interim City Engineer

 Date

Approved:**Approved as to Form:**

 Contractor

 Date

 Gary Rebenstorf
 Director of Law

 Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
August 7, 2012**

TO: Mayor and City Council

SUBJECT: Change Order No. 8-Douglas Block Parking Garage (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 8

Background: The City has entered into a development agreement with Douglas Place, LLC and Slawson Investment Corporation regarding improvements to the Douglas Block properties, an area bordered by Douglas, Topeka, William and Broadway Streets in downtown Wichita. As part of that development agreement, the City will construct a parking garage on the northwest corner of Topeka and William Streets. Wilson Darnell Mann Architects is the designer of the project and Key Construction was awarded the construction contract following a normal bid process.

Costs and reasons for work for change orders one through seven are as follows:

CO No. 1	Exploratory concrete slab removal.	\$4,995
CO No. 2	Remove buried concrete slabs, building foundations, etc.	\$60,000
CO No. 3	Delete test piles, add pavers, add concrete, change storefront, add exit lights, change gas service line.	\$8,756
CO No.4	Additional excavation of unsuitable soil.	\$100,000
CO No. 5	Add 21 auger cast piles.	\$20,211
CO No. 6	Additional concrete footings and pile caps.	\$9,923
CO No. 7	Add water proofing, add reinforcing at stair, thicken slab, add curb ramp, add reinforcing in topping slab, make elevator more vandal resistant.	<u>\$24,140</u> \$228,025

The parking garage project was in the final stages of completing the construction drawings when the development agreement was finalized and the City assumed responsibility for its construction. The project was progressing on a fast track because of the need for construction to be completed in 2012, and as a result, certain design assumptions were made in order to stay on schedule. Now concurrent with the construction, additional information is coming to light, and some adjustments need to be made that should be addressed by Change Order No. 8.

Analysis: The total cost of Change Order No. 8 is \$92,898. The following issues that require modifications have been identified:

1. The City's IT/IS Department is responsible for the installation of telecommunications equipment in the garage. The original construction documents did not include an enclosed space for the telecommunications equipment, however IT/IS has determined that an enclosed secure space is required. Therefore modifications must be made and a room constructed that is partially concrete masonry and partly wood framed. Electrical components and alarm panels must be relocated as necessary to create space for the room, some of which adds cost due to additional conduit, wire, etc for a cost of \$13,980.
2. The concrete wall between the first floor of the garage and the retail space stops below the precast double tee's that form the floor above. Concrete masonry must be laid to extend the wall up between the double tees to the deck above to create the required separation for a cost of \$3,520. This was overlooked in the construction documents and must be added now to meet building codes.
3. The floor landings in the south stair of the garage are designed to provide a safe "place of refuge" for people with physical handicaps who would require assistance in getting to safety in the event of a fire or other emergency. Conduit must be run from the telecommunications room to each of the floor landings and a box installed that will serve the telephone equipment for a cost of \$2,702. This was not included in the construction documents.
4. The original construction documents did not address improvements to the sidewalk on the east and south sides of the parking garage except to replace broken concrete and reinstall the pavers that were there previously. Since the entire Douglas Block is being either renovated or constructed new, there is a desire to create a uniform appearance to the sidewalk around the entire block. A simple scheme has been developed to create a new uniform appearance for all the projects. The cost to the City is \$44,779 to make the sidewalk/streetscape adjacent to the parking garage meet the plan.
5. The Douglas Block has been the site of numerous buildings and businesses over the years that have played a significant role in the history of Wichita. During excavation, a large number of small ceramic tiles that were part of the Hockaday building were salvaged. This was significant because Mr. Hockaday pioneered the concept of numbering highways, adding signs to direct travelers, and creating road maps for automobile drivers. These historic tiles were given to the project artist with the request for a quote to design and fabricate a commemorative art panel utilizing the tiles that can be installed on the wall of the entry to the north stair and elevator for a cost of \$15,450.

Also included is the key overhead at 5% for a cost of \$4,022 and key profit at 10% for a cost of \$8,445.

Financial Considerations: The budget for the Douglas Place Development currently includes \$777,300 of unencumbered funds. The original contract amount is \$4,731,600. This change order plus previous change orders, represents 6.78% of the original contract amount. Funding is available within the existing project budget. The total of all change orders to date is \$320,923.

Goal Impact: This parking garage will improve the Quality of Life goal for the people who come to utilize the lodging, retail and office facilities being developed in the downtown area, and it will help encourage further economic development downtown.

Legal Considerations: The Law Department has approved Change Order No. 8 as to form. The change order amount is within the 10% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 8 and authorize the necessary signatures.

Attachments: Change Order No. 8 and pricing quote sheets.



May 8, 2012

PUBLIC WORKS-ENGINEERING

CHANGE ORDER NO. 8

To: Key Construction, Inc.

Project: Douglas Block Parking Garage

Change Order No.: Eight (8)

Project No.: 435472

Purchase Order No.: 240032

OCA No.: 50/50 to 792574 & 792575

**CHARGE TO OCA No.: 50% to 792574
50% to 792575**

PPN:

Please perform the following extra work at a cost not to exceed \$92,898.23

Additional Work:

The work included in this Change Order is described in Architect's Supplemental Instruction (ASI) No. 5 and No. 6

1. ASI #5 includes the changes needed to create an enclosed telecommunications room and related work. It also includes the masonry infill required to fill the gaps between the precast units above the concrete wall separating the garage and the retail space.
2. Empty conduit was installed from the telecommunications room to the landings on the south stair.
2. ASI #6 includes work associated with reworking the sidewalk on the east and south sides of the parking garage.

Reason for Additional Work:

1. ASI #5 was required because the City's IT/IS Department needed an enclosed secure room for their telecommunications which was not included in the original plan. The plan was revised and components relocated as needed for this to happen. Also, the original garage plans failed to include masonry infill between the precast Double Tee's above the concrete wall separating the garage from the retail space, which needed to be added.
2. As a result of IT/IS Department requirements, conduit had to be added between the telecommunications room and each of the "area of refuge" stair landings in the south stair well.
3. ASI #6 was required because of the decision to create a uniform sidewalk treatment for the entire Douglas Block with the cost shared by the adjacent property owners. All of the various aspects of this work are included. Also, artifacts found on site were developed into a historical display by the project artist for mounting on a wall in the northwest entry which is included.

A. Item (ASI #5)	Negot'd/Bid	Qty	Unit Price	Extension
Price				
1. New Footing /Backfill Previous	Negotiated		(Lump Sum)	
\$632.08				
2. Added Masonry for Room 107	Negotiated		(Lump Sum)	
\$980.00				
3. Masonry Infill at Dble. Tee's	Negotiated		(Lump Sum)	
\$2,860.00				
4. Add Reinf. for Masonry Infill	Negotiated		(Lump Sum)	
\$160.00				
5. Epoxy for Dowells at Infill	Negotiated		(Lump Sum)	
\$184.00				

6. Wall Bumper at Elec. Panels	Negotiated	(Lump Sum)
\$1,620.00		
7. Plywood Sheathing – Room 107	Negotiated	(Lump Sum)
\$320.00		
8. Fireproofing at Masonry Infill	Negotiated	(Lump Sum)
\$316.00		
9. Paint Room 107 and Bumper	Negotiated	(Lump Sum)
\$325.00		
10. Wall Studs/ Drywall – Rm 107	Negotiated	(Lump Sum)
\$1,176.00		
11. Door, Frame, Hardware- Rm 107	Negotiated	(Lump Sum)
\$1,616.00		
12. Electrical Adds/Changes- Rm 107	Negotiated	(Lump Sum)
<u>\$7,311.00</u>		
Subtotal		
\$17,500.08		

Douglas Block Parking Garage
Change Order No. 8 – Page 2

B. Item (IT/IS Reqmts.)	Negot'd/Bid	Qty	Unit Price	Extension
Price				
1. Install Conduit, Boxes & String	Negotiated		(Lump Sum)	
<u>\$2,702.00</u>				
Subtotal				
\$2,702.08				

C. Item (ASI #6)	Negot'd/Bid	Qty	Unit Price	Extension
Price				
1. Relocate/Replace Existing Tree	Negotiated	1	(Lump Sum)	
\$3,000.00				
2. Relocate Existing Tree Grates	Negotiated		(Lump Sum)	
\$560.00				
3. New Tree Grates with Frames	Negotiated	3	(Lump Sum)	\$1,615.00 ea
\$4,845.00				
4. Remover Exist Pavers	Negotiated		(Lump Sum)	
\$770.00				
5. Add Pipe Bollard	Negotiated	1	(Lump Sum)	
\$325.00				
6. Add Concrete Sidewalk	Negotiated		(Lump Sum)	
\$6,509.40				
7. Delete Reinstall of Exist. Pavers	Negotiated		(Lump Sum)	
(\$4,900.00)				
8. New Brick Crosswalks – 2 Loc.	Negotiated		(Lump Sum)	
\$5,117.81				
9. New Paver Sections in Sidewalks	Negotiated		(Lump Sum)	
\$13,054.00				
10. Masonry Inset for Art Panels	Negotiated		(Lump Sum)	
\$450.00				
11. Added Art – Murano Studios	Negotiated		(Lump Sum)	
\$15,000.00				
12. Added Sealant – Sidewalk Joints	Negotiated		(Lump Sum)	
\$750.00				
13. Added Elec. – Art & Tree Wells	Negotiated		(Lump Sum)	
<u>\$14,748.00</u>				
Subtotal				
\$60,229.21				

Total

\$80,431.37
Key Overhead @ 5%
 \$4,021.57
Key Profit @ 10%
\$8,445.29
Grand Total
 \$92,898.23

CIP Budget Amount:	\$7,570,000.00	Original Contract Amt.: \$4,731,600.00
Consultant: WDM Architects		Current CO Amt.: \$92,898.23
Total Exp. & Encum. To Date: \$6,768,560.57		Amt. of Previous CO's: \$231,477.98
CO Amount:	\$92,898.23	Total of All CO's: \$324,376.21
Unencum. Bal. After CO:	\$777,300.00	% of Orig. Contract / 10% Max.: 6.86%
		Adjusted Contract Amt.: \$ 5,055,976.21

Recommended By:

 Edward Martin
 Project Manager

Date

Approved:

 Gary Janzen, P.E.
 Interim City Engineer

Date

Approved:

 Scott Casebolt
 Project Manager, Key Const.

Date

Approved:

 Alan King
 Director of Public Works & Utilities

Date

Approved as to Form:

 Gary Rebenstorf
 Director of Law

Date

Approved by City Council:

 Carl Brewer
 Mayor

Date

Attest:

 City Clerk

Date

CITY OF WICHITA
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 10001 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 11010 East Kellogg is a retail warehouse building however; the improvements are removed from the project. The proposed acquisition impacts the site's access. In addition, both the onsite business sign and the illuminated billboard are to be relocated. The proposed acquisition consists of a road right-of-way taking at 9,806 square feet and a temporary easement during construction at 17,601 square feet.

Analysis: The acquisition was appraised at \$81,093, or \$6.25 per square foot for the land and \$1.12 per square foot for the easement. The appraiser did not value the signs under the presumption that both signs could be reset onsite and treated as a moving expense. The owner rejected the appraised offer and has agreed to settle for \$108,847. This amount is comprised of \$7.50 per square foot for the land, \$1.75 per square foot for the easement, and \$4,500 to relocate the business sign. The increase in values is comparable to land values to the east of the subject property. The advertising billboard will be relocated by the owner of the billboard and treated as a moving expense separate from the acquisition.

Financial Considerations: A budget of \$124,847 is requested. This includes \$108,847 for the acquisition, \$15,000 for the relocation of the billboard, \$1,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

PROJECT: East Kellogg DATE: 07/06/12
COUNTY: Sedgwick TRACT NO.: 0039

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED
AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 6th day of July, 2012, by and between

10001 East Kellogg, LLC

358 N Rock Road, Wichita, KS 67206

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the temporary easement conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
9,806 (Sq. Ft.)	\$	73,545.00
Cost to Cure:		
Move existing sign	\$	4,500.00
Temporary Easement for construction:		
17,601 (Sq. Ft.)	\$	30,802.00
Improvement & Buildings acquired with right of way:		
N/A		
TOTAL:	\$	108,847.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out. It is further understood that no value was given to owner for loss of visibility of the existing sign. The City of Wichita will keep open the existing drive during construction; except the period that the drive in the temporary easement is being repaved to new asphalt. If the City damages any of the drive outside the Temporary Easement during construction then the City will repave the damaged portion with new asphalt.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By:  Member By: _____
10001 E KELLOGG, LLC

THE CITY OF WICHITA

ATTEST:

By: _____
 Carl Brewer, Mayor

By: _____
 Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

10001 East Kellogg, LLC

If mortgage or other liens, show names of holders:

Southwest National Bank

REMARKS:

PIN/APN 00580173

Security Title File Number 2034310

APPROVED TO FORM:

 Gary E. Rebenstorf, Director of Law

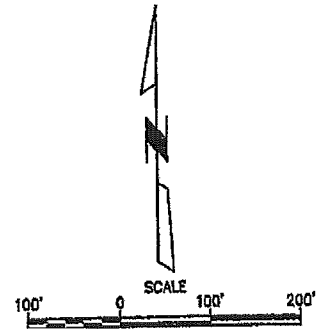
RECOMMENDED BY:


 Gerald Cain, Project Manager

EXHIBIT

RIGHT OF WAY ACQUISITION

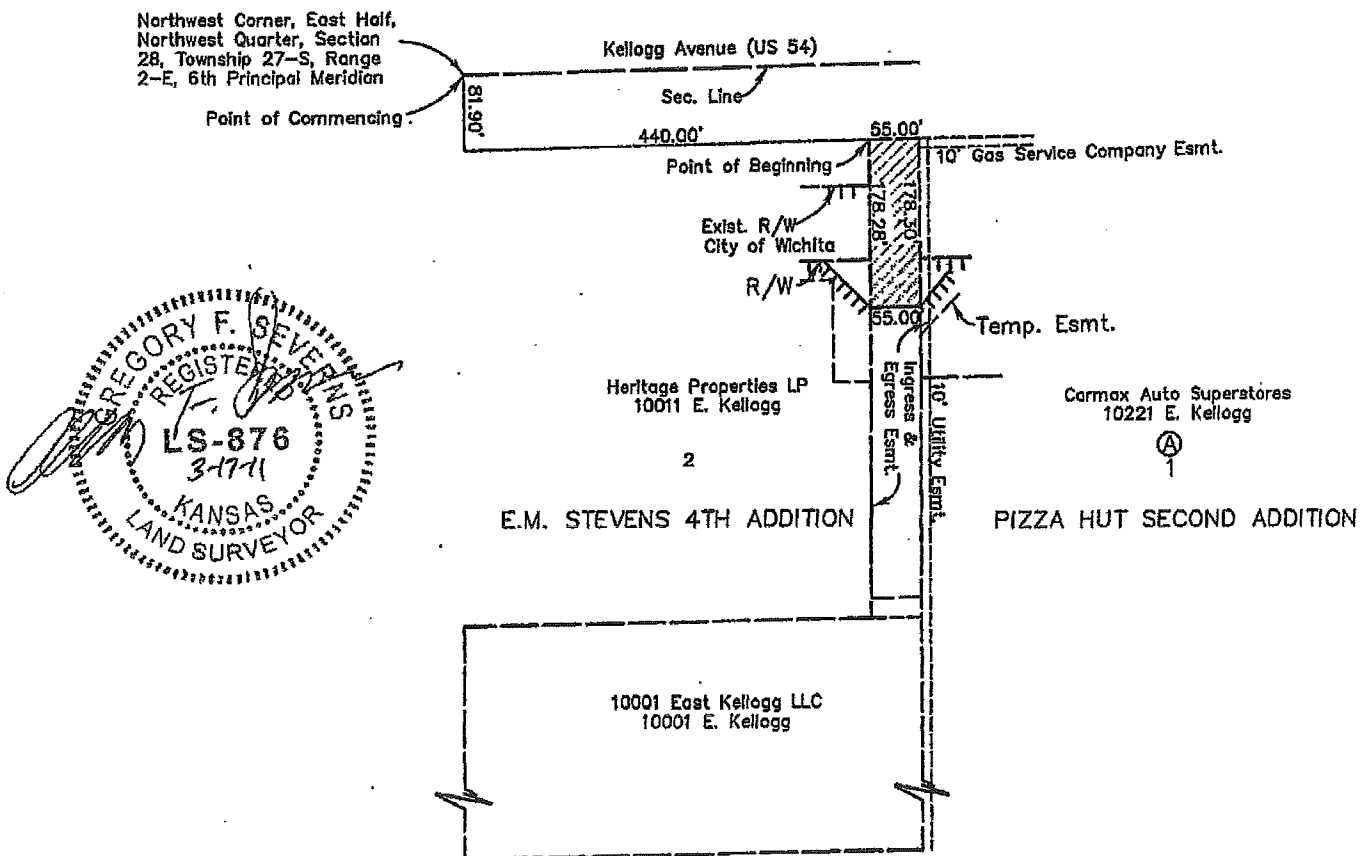
Tract # 39
C-21727-56C



LEGAL DESCRIPTION:

A tract of land in the East Half of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of the East Half of said Northwest Quarter; thence south along the west line of the East Half of said Northwest Quarter, 81.90 feet to the south right-of-way line of U.S. Highway 54 as condemned in Case No. A-54089; thence east along said highway right-of-way line, 440.00 feet for a point of beginning; thence continuing east along said highway right-of-way line, 55.00 feet; thence south parallel with the west line of the East Half of said Northwest Quarter, 178.30 feet; thence west, 55.00 feet to a point 440.00 feet east of the west line of the East Half of said Northwest Quarter as measured parallel with said south highway right-of-way line and 178.28 feet south of the point of beginning; thence north parallel with the west line of the East Half of said Northwest Quarter, 178.28 feet to the point of beginning.

Containing 9806.4 Sq. Ft., (calculated)



Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 39.dwg

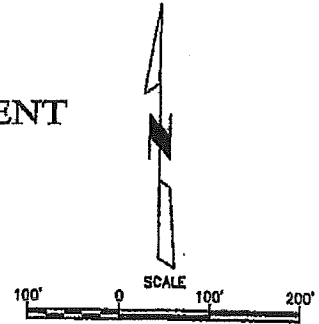
3-17-11

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

Tract # 39-Temp C-21727-56C



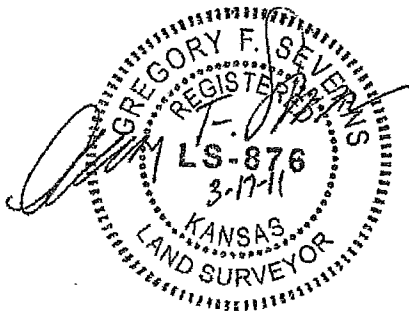
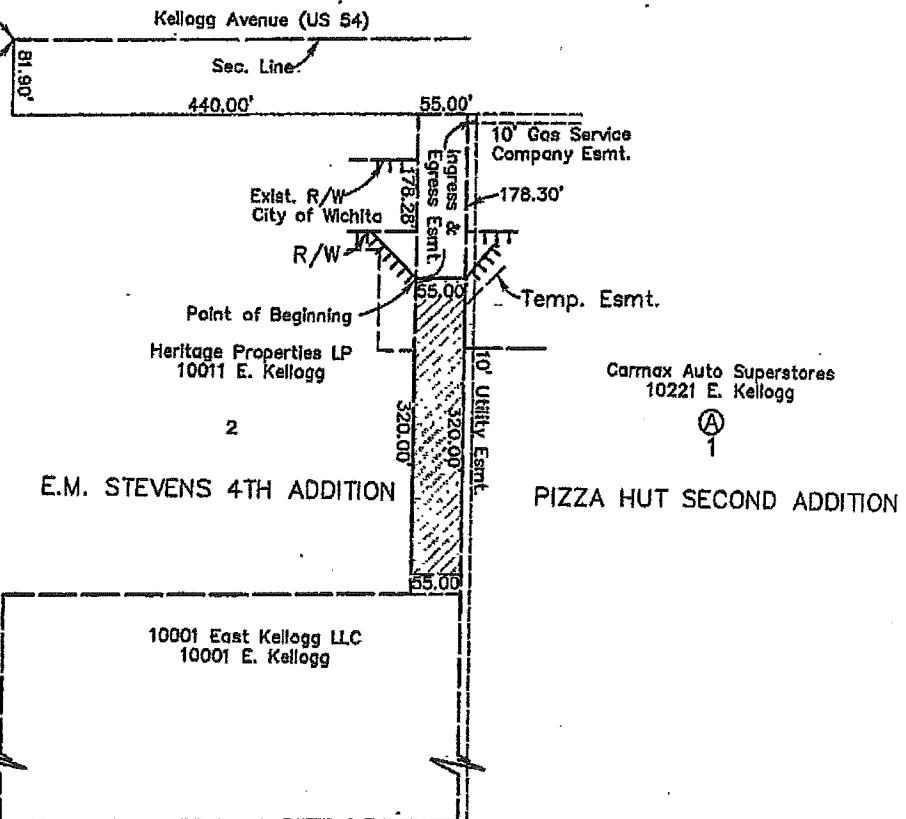
LEGAL DESCRIPTION:

A tract of land in the East Half of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of the East Half of said Northwest Quarter; thence south along the west line of the East Half of said Northwest Quarter, 81.90 feet to the south right-of-way line of U.S. Highway 54 as condemned in Case No. A-54089; thence east along said highway right-of-way line, 440.00 feet; thence south parallel with the west line of the East Half of said Northwest Quarter, 178.28 feet for a point of beginning; thence east, 55.00 feet to a point 495.00 feet east of the west line of the East Half of said Northwest Quarter as measured parallel with said south highway right-of-way line and 178.30 feet south of said south highway right-of-way line as measured parallel with the west line of the East Half of said Northwest Quarter; thence south parallel with the west line of the East Half of said Northwest Quarter, 320.00 feet; thence west, 55.00 feet to a point 440.00 feet east of the west line of the East Half of said Northwest Quarter as measured parallel with said south highway right-of-way line and 320.00 feet south of the point of beginning; thence north parallel with the west line of the East Half of said Northwest Quarter, 320.00 feet to the point of beginning.

Containing 17601.1 Sq. Ft., (calculated)

Northwest Corner, East Half,
Northwest Quarter, Section
28, Township 27-S, Range
2-E, 6th Principal Meridian

Point of Commencing



Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 39.dwg



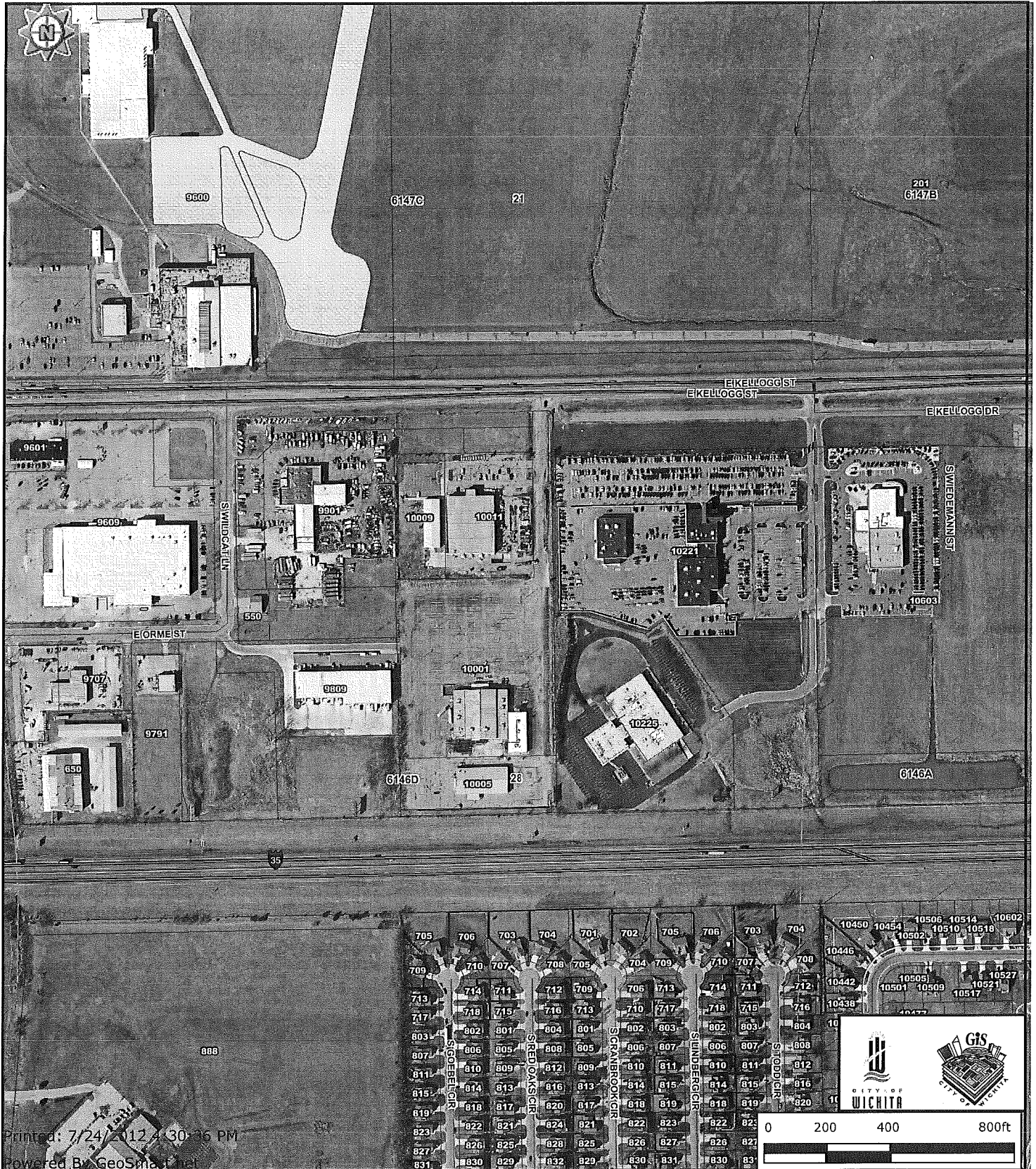
Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

3-17-11

10001 East Kellogg



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 11010 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 11010 East Kellogg is improved with a church. The improvements are removed from the acquisition area however; the area to be utilized as a temporary construction easement is the main ingress and egress to the subject property. The project requires a 7,855 square foot temporary easement during construction.

Analysis: The acquisition was valued at \$11,200. The owner rejected the offered amount and agreed to accept \$15,000 for the necessary acquisition. The increase in compensation is based on an adjustment in the rate of return on the construction easement. The rate was increased from 7.5% to 10%. The owner will use the additional compensation to maintain an alternative access route.

Financial Considerations: A budget of \$16,000 is requested. This includes \$15,000 for the acquisition and \$1,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

PROJECT: East Kellogg DATE: 7-6-12
 COUNTY: Sedgwick TRACT NO.: 0036

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 6TH day of July, 2012, by and between

MorningStar Community Church successor to First Bible Baptist Church, Wichita, Kansas

11010 East Kellogg, Wichita, KS 67207

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "TRACT #36-TEMP 1" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the temporary easement conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

N/A (Sq. Ft.) \$ N/A

Temporary Easement for construction:

7,855.2 (Sq. Ft.) \$ 15,000.00

Improvement & Buildings acquired with right of way:

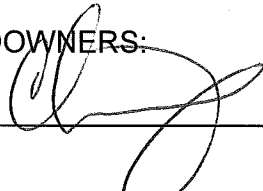
N/A

TOTAL: \$ 15,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: 

THE CITY OF WICHITA

By: 

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

MorningStar Community Church successor to First Bible Baptist Church, Wichita, Kansas

If mortgage or other liens, show names of holders:

INTRUST Bank, N.A.

REMARKS:

PIN/APN 00580274

Security Title File Number 2051374

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

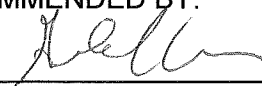
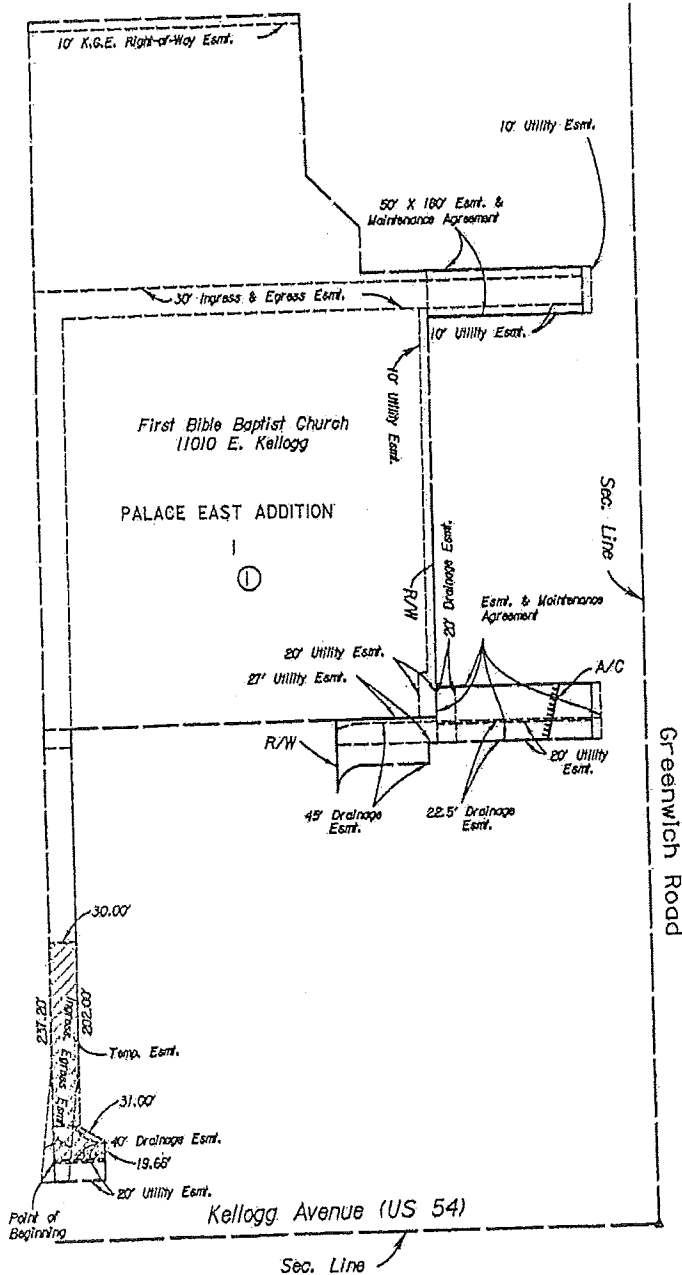

Gerald Cain, Project Manager

EXHIBIT TEMPORARY CONSTRUCTION EASEMENT

Tract # 36-Temp 1

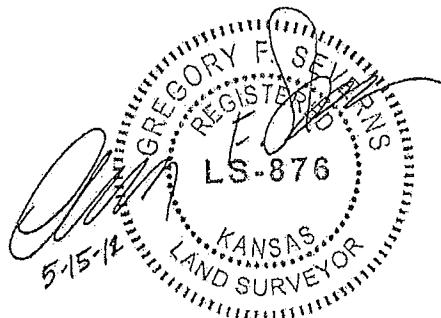
C-62768



LEGAL DESCRIPTION:

That part of Lot 1, Block A, Palace East Addition, Wichita, Sedgwick County, Kansas described as follows: Commencing at the southwest corner of said Lot 1, said southwest corner also being the southwest corner of a 22.80 foot Contingent Street Dedication as designated in said Palace East Addition; thence northerly along the west line of said Contingent Street Dedication and along the west line of said Lot 1, 22.80 feet to the northwest corner of said Contingent Street Dedication for a point of beginning; thence continuing north along the west line of said Lot 1, 237.20 feet; thence easterly, 30.00 feet to a point on a segment of the east line of said Lot 1, said point being 202.00 feet northerly of a deflection corner in the east line of said Lot 1, said deflection corner also being the first deflection corner south of the most westerly northwest corner of Reserve A, Golden Corral Addition, Wichita, Sedgwick County, Kansas; thence southerly along a segment of the east line of said Lot 1, and along the west line of said Golden Corral Addition; 202.00 feet to a deflection corner in the east line of said Lot 1, said deflection corner also being the first deflection corner south of the most westerly northwest corner of said Reserve A; thence southeasterly along a segment of the east line of said Lot 1, and along a segment of the west line of said Reserve A, 31.00 feet to a deflection corner in the east line of said Lot 1, said deflection corner also being the most southerly deflection corner in the west line of said Reserve A; thence southerly along a segment of the east line of said Lot 1, 19.66 feet to the northeast corner of said Contingent Street Dedication; thence westerly along the north line of said Contingent Street Dedication to the point of beginning.

Containing 7855.2 Sq. Ft., (calculated).



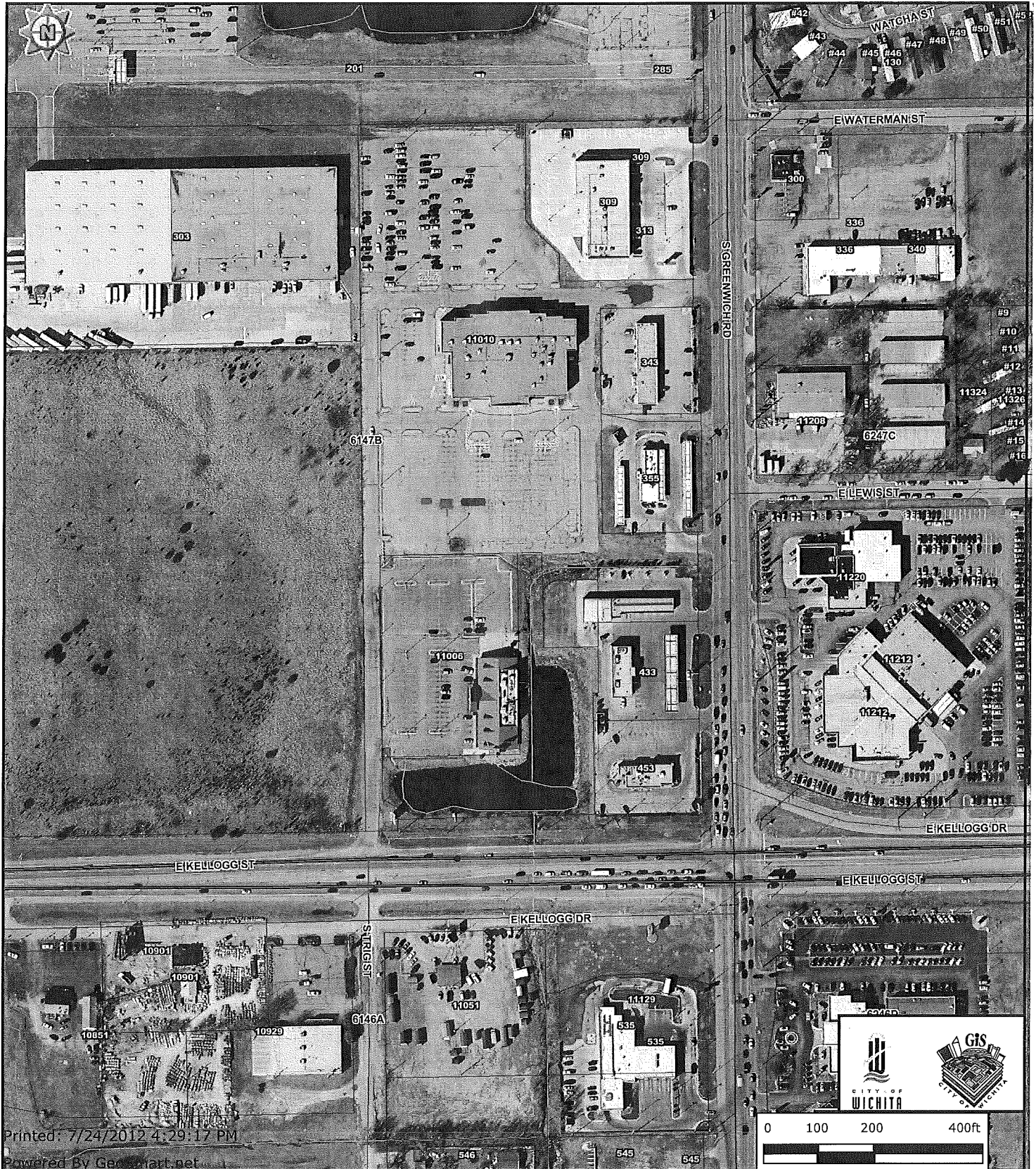
5-15-12

Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/36-Temp 1.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

11010 East Kellogg



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Senior Management Expenses
For the Quarter Ended March 31, 2012

Employee by Department	Purpose	Amount
City Manager Staff		
Robert Layton, City Manager	Large Cities Executive Forum, San Antonio TX	\$ 1,318.52
Police		
Norman Williams, Police Chief	KS Joint Law Enforcement Legislative Conf, Topeka KS	185.56
Library		
Cynthia Berner-Harris, Director of Libraries	Public Library Assoc Conference, Philadelphia PA	1,968.36
Public Works & Utilities		
Joseph Pajor, Assistant Public Works Director	Groundwater Management District 2 Meeting, Topeka KS	33.00
Gary Janzen, Interim City Engineer	K-State Engineering Career Fair, Manhattan KS	547.14
Jay Newton, Fleet & Facilities Superintendent	Inspect Tender Fire Truck, Philadelphia PA	1,351.90
Jay Newton, Fleet & Facilities Superintendent	Tour & Review Compressed Natural Gas Facility, Ft Worth TX	269.35
Transit		
Steve Ainslie, Assistant Director of Transit	Tour & Review Compressed Natural Gas Facility, Ft Worth TX	269.73
Park and Recreation		
Doug Kupper, Director of Parks	Nat'l Forum on Parks & Recreation for NRPA, Washington DC	1,650.78
David McQuire, Division Manager Parks and Recreation	Park & Rec Maint Mngmt School, Wheeling WV	2,328.73
Karen Holmes, Superintendent Parks and Recreation	KPRA Conference, Topeka KS	777.40
Airport		
Victor White, Director of Airports	AAAAE/ACI Washington Legislative Conf, Washington DC	2,258.15
Total		\$ 12,958.62

Senior Management Expenses
For the Quarter Ended June 30, 2012

Employee by Department	Purpose	Amount
Finance		
Kelly Carpenter, Director of Finance	Annual GFOA Conference, Chicago IL	\$ 2,094.32
Law		
Gary Rebenstorf, Director of Law	IMLA Top 50 Meeting, Phoenix AZ	1,060.94
Gary Rebenstorf, Director of Law	International Municipal Lawyers Assoc., Washington DC	1,951.37
Fire		
Ron Aaron, Deputy Chief-Support Services	Int'l Assoc. of Fire Chiefs' Connexions Program, St Paul MN	210.25
Police		
Norman Williams, Chief	Nat'l Center for Missing and Exploited Children's CEO Seminar, Alexandria VA	211.25
Tom Stolz, Deputy Chief	Annual Police Executive Research Forum, Washington DC	1,770.66
Housing & Community Services		
Mary K Vaughn, Director of Housing & Community Services	Nat'l Community Development Assoc. Conf, Palm Springs CA	1,423.20
Brad Snapp, Assistant Director of Housing & Community Services	HUD Financial Mgmt, Governance, Capital Planning, Implementation & Reporting, Kansas City KS	346.56
Brad Snapp, Assistant Director of Housing & Community Services	Integrated Pest Management Training, Wichita KS	50.00
Public Works & Utilities		
Joe Pagor, Assistant Director of Public Works-Maintenance	APWA-KCHA Conference Board Meeting, Newton KS	140.00
Jim Armour, City Engineer	KS Transportation Engineering Conference, Manhattan KS	254.64
Gary Janzen, Interim City Engineer	KS Transportation Engineering Conference, Manhattan KS	302.50
Gary Janzen, Interim City Engineer	KSPE Annual Conference, Overland Park KS	200.00
Elizabeth Owens, Superintendent Water Distribution	Meter Reading/Billing Solutions Successfully Implemented, Denver CO	622.02
Debra Ary, Superintendent Water Production & Pumping	AWWA ACE12 Poster Presentation for ASR, Dallas TX	1,159.59
Bill Perkins, Superintendent Sewer Maintenance Division	Water Environmental Federation Collection Sys Conf, St Louis MO	1,786.14
Transit		
Michael Vinson, Director of Transit	KDOT Advisory Committee Meeting on Intercity Bus Study, Topeka KS	143.20
Michael Vinson, Director of Transit	KS Public Transportation Meeting, Independence KS	103.23
19-Airport		
Victor White, Director of Airports	AAAE Conference & Exposition, Phoenix AZ	2,700.70
Brad Christopher, Assistant Director of Airports	KAA Summer Meeting, Lawrence KS	263.18
Total		\$ 16,793.75
 Total expenses year to date		 \$ 29,752.37

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Central Avenue from 135th Street West to 119th Street West (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve revised budget for right-of way.

Background: On May 4, 2004, the City Council approved an agreement with MKEC Engineering Consultants, Inc. (MKEC) to prepare design concepts for paving Central Avenue from 135th to 119th Street West for \$160,000. On December 18, 2007, the City Council approved an additional \$227,000 for opportunity right-of-way acquisition, for a total project budget of \$387,000. On August 19, 2008, the City Council approved a budget increase of \$1,000,000 for completion of full design, bringing the project budget to \$1,387,000. Supplemental Agreement No. 1 for \$245,815 was included in that increase. That work included additional design to straighten the road and for structures that would accommodate the existing location of the North Fork Calfskin Creek channel. On June 5, 2012, Supplemental Agreement No. 2 was approved for \$112,756 for additional work for flood modeling and map revisions, to be paid for within the current approved budget. In addition, raised medians will need to be added in 135th Street, both north and south of Central for safe access control. This will require modifications to intersection design details, elevations, and driveways. These medians became a necessity after the City Council approved realigning Central onto the section line.

Analysis: The proposed project will widen Central to five lanes, including straightening the west half mile onto the section line; reconstruction of the Central and 135th Street intersection; construction of two bridges, one each on 135th and Central; drainage improvements; sidewalk construction; and waterline construction to provide water to existing properties along Central.

Financial Considerations: Staff is requesting that the City Council authorize an \$800,000 budget increase for completion of right-of-way acquisitions, resulting in an approved budget of \$2,187,000. The funding source is Federal grants through the Wichita Area Metropolitan Planning Organization. The project will be returned to the City Council at a future date for approval of final construction funding.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important traffic corridor.

Legal Considerations: The amending ordinance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the revised budget for right-of-way acquisition, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet and amending ordinance.

CAPITAL IMPROVEMENT																			
PROJECT AUTHORIZATION																			
CITY OF WICHITA																			
		USE: To Initiate Project <input type="checkbox"/> To Revise Project <input checked="" type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																
Public Works & Utilities	Eng & Arch	7/24/2012	Central, between 135th St. West and 119th St. West																
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date																
NI-		2012																	
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised																
12. Project Cost Estimate				12A. <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>Platting Required</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;">X</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	X	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	<input type="checkbox"/>	<input type="checkbox"/>																	
Ordered by WCC	X	<input type="checkbox"/>																	
ITEM	GO	SA	*Other		TOTAL														
Right of Way																			
Paving, grading & const.	\$1,387,000		\$800,000		\$2,187,000														
Bridge																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
Totals	\$1,387,000		\$800,000	\$2,187,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
13. Recommendation: Approve the project and place the amending ordinance on 1st reading																			
Division Head	Department Head		Budget Officer	City Manager															
			Date	Date															

Published in the Wichita Eagle on August 17, 2012

ORDINANCE NO. 49-323

AN ORDINANCE AMENDING ORDINANCE NO. **47-971** OF THE CITY OF WICHITA, KANSAS DECLARING **CENTRAL AVENUE, BETWEEN 135TH ST. WEST AND 119TH ST. WEST (472-84017)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 1 of Ordinance **No. 47-971** is hereby amended to read as follows:

“SECTION 1. SECTION 2 of Ordinance **No. 47-729** is hereby amended to read as follows:

SECTION 2. SECTION 3 of Ordinance **No. 46-171** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Two Million One Hundred Eighty-Seven Thousand Dollars (\$2,187,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original SECTION 1 of Ordinance **No. 47-971** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of August, 2012.

Carl Brewer, Mayor

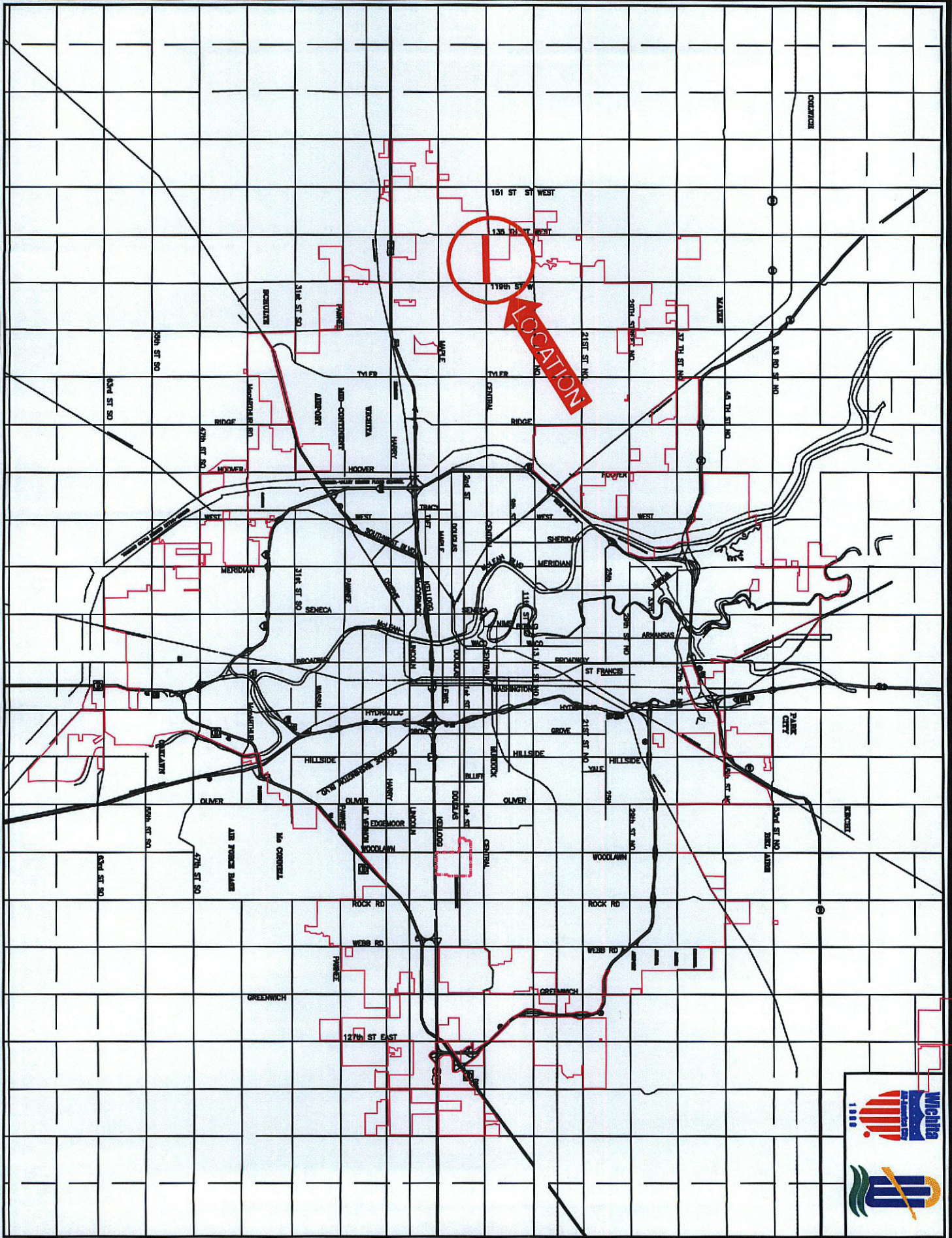
(SEAL)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law



City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and/or Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on August 17, 2012. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2012 bonds sold. The principal and interest will then be spread for one year and placed on the 2012 tax roll.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The Law Department has approved the ordinances as to form.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments

<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
C-02763	138740	1210 N Poplar	demolition (condemnation)	\$5,573.00	I
B-01727	120333	1547 N Santa Fe	demolition (condemnation)	\$6,956.00	I
A-08102	108667	2704 N Wellington Pl	demolition (condemnation)	\$5,174.00	VI
C-06250	150593	722 S Estelle	demolition (condemnation)	\$13,213.00	I
C-02840	138823	1233 N Estelle	demolition (condemnation)	\$4,731.00	I
C-05759	150074	347 S Volutsia	demolition (condemnation)	\$5,980.00	I
C 13582	159261	1142 N Dellrose	emergency board-up	\$78.06	I
C 09708	154408	802 N Terrace	emergency board-up	\$149.48	I
C 02852	138835	2703 W 13 th St N	emergency board-up	\$298.10	I
B 07309	126887	1025 S Greenwood	emergency board-up	\$186.52	I
C 00147	134695	429 N Piatt	emergency board-up	\$101.78	I
D 02774	201940	1756 S Sedgwick	emergency board-up	\$162.84	IV
A 02216	101626	1821 N Broadway	emergency board-up	\$350.00	VI

____ Published in the Wichita Eagle on August 17, 2012

ORDINANCE NO. 49-324

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADD.	5,174.00
LOTS 37-39 NORTH PARK ADD.	6,956.00
LOTS 90-92 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	5,573.00
LOTS 69-71 MABEL NOW ESTELLE AVE. FAIRMOUNT PARK ADD.	4,731.00
S 1/2 LOT 35-ALL LOT 37 VOLUTSIA AVE. RICHLAND 3RD. ADD.	5,980.00
LOT 18 EXC S 2.5 FT E 67.3 FT & N1/2 LOT 20 EXC E 67.3 FT AVENUE J NOW ESTELLE SECOND SUNNY-SIDE ADD.	13,213.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set

out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2012** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **14th day of August, 2012.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

____ Published in the Wichita Eagle on August 17, 2012

ORDINANCE NO. 49-325

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 22-24 BLOCK 7 FAIRVIEW ADD	350.00
LOTS 22-24 SHIRK'S 2ND. ADD.	186.52
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	101.78
W1/2 LOT 2-4-6-8 EXC N 20 FT LOT 2 EXC TH PT DEEDED FOR ROW CC# AA CV 2741 MABLE AVE NOW ESTELLE AVE FAIRMOUNT PARK ADD	298.10
LOTS 241-242 BELMONT PARK ADD.	149.48
LOTS 41-42 BLOCK 9 COUNTRY CLUB HEIGHTS ADD.	78.06
LOTS 45-47 BLOCK G SOUTH UNIVERSITY PLACE ADD.	162.84

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2012** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **14th day of August, 2012.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Auggie Navarro Memorial donation of Pergola at Sim Golf Course (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Accept the donation, approve the Memorandum of Understanding and authorize the necessary signatures.

Background: Auggie Navarro was the PGA Professional at Sim Golf Course from 1962-1993. During Mr. Navarro's career he made a positive impact on the lives of many young golfers in our community. Until the time of his recent death in June, of 2012, Mr. Navarro was a fixture at City golf courses offering a gracious smile and courteous greeting to all he met. Family, friends, and golf patrons have begun an effort to create a memorial in honor of Mr. Navarro's dedication to promoting golf in Wichita and his numerous accomplishments. The Auggie Navarro Memorial has obtained support from several local businesses including architectural and construction firms to assist in building a pergola near the clubhouse at Sim Golf Course. The structure is envisioned as a gathering place for golfers before and after their rounds. The expected cost of the pergola is \$25,000. On June 18, 2012, the Board of Park Commissioners reviewed the proposed improvements and approved pursuing the donation.

Analysis: The Auggie Navarro Memorial fund wishes to donate a 19' X 35' pergola with bench seating, a small bronze memorial, and surrounding landscaping to the City. This shade structure will be constructed at Sim Golf Course. If accepted, it is anticipated that the improvements would be constructed this fall.

Financial Considerations: The Auggie Navarro Memorial will provide the funds for these improvements per the Memorandum of Understanding. The City funds will provide electricity for lighting and access to the golf course irrigation system for these improvements. The irrigation use in this area will be less than is currently being utilized for maintenance of existing turf, cost of irrigation is expected to be less than \$50.00 / year. Electrical usage will be limited to occasional special events and tournaments. Projected costs for electricity are less than \$500 annually. Cost of construction will be born completely by the Memorial Group. The cost of operating and maintaining will be from the Golf operating budget.

Goal Impact: The park improvements and renovation will enhance Quality of Life for the community and support a Vibrant Neighborhood.

Legal Considerations: The Law Department has approved the Memorandum of Understanding as to form.

Recommendation/Action: It is recommended that the City Council accept the donation, approve the Memorandum of Understanding and authorize all necessary signatures.

Attachment: Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this 7th day of August, 2012, BY AND BETWEEN

City of Wichita Department of Parks and Recreation
(Parks)

AND

Auggie Navarro Memorial

WITNESSETH:

Whereas Auggie Navarro Memorial has worked with Parks to create a functional memorial honoring PGA Professional Auggie Navarro; and

Whereas Auggie Navarro Memorial wishes to donate a pergola to improve said Sim Golf Course; and

Whereas on August 7, 2012 the City Council of the City of Wichita took action to accept said donation;

NOW THEREFORE, the parties do hereby agree as follows:

1. Auggie Navarro Memorial agrees to construct the following improvements: A wooden pergola approximately 19'x 35', concrete floor and surround, and concrete benches.
2. Parks agrees to accept said improvements and, subject to sufficiency of annual appropriations for cash basis and budget law purposes, to provide necessary maintenance.
3. Auggie Navarro Memorial further agrees to provide volunteer support, funding, and manpower to assist with long-term maintenance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

WITNESS OUR HANDS AND SEALS the day and year first above written.

**City of Wichita Department of
Parks and Recreation**

Auggie Navarro Memorial

Douglas Kupper, Director

Kelly Isham, Chairperson

Approved as to Form:

Gary E. Rebenstorf, Director of Law

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:_____
City Clerk

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Greenway Alliance Donation of Longhorn Sculpture for Placement in Delano Park. (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Accept the donation.

Background: The Greenway Alliance has acquired one of two of the Longhorn sculptures from Sedgwick County that was displayed at the Kansas Coliseum. The Greenway Alliance had approached Sedgwick County and requested the sculpture for the Delano district as this area has been designated a part of the Chisholm Trail and is marked as such. The Greenway Alliance felt it would be fitting to have the Longhorn sculpture placed at the river crossing of the Chisholm Trail. Sedgwick County donated the sculpture in “as is” condition to the Greenway Alliance for placement in Delano Park with the understanding that the sculpture remain in the public.

The Greenway Alliance approached the Board of Park Commissioners at the November 21, 2011, meeting with the offer to donate the Longhorn sculpture for placement in Delano Park. It was noted that if the donation was approved, the Park and Recreation Department staff welder could restore the sculpture or a welder could be solicited as an opportunity to restore the sculpture. After some discussion, the Board of Park Commissioners approved pursuing the donation and requested Park and Recreation staff to devise a plan for placement and restoration of the sculpture.

Analysis: The Greenway Alliance wishes to donate to the City the Longhorn sculpture formerly displayed at the Kansas Coliseum for placement in Delano Park along the Chisholm Trail.

Financial Considerations: Financial impact to the City will be minimal. If donation is accepted, both the Greenway Alliance and the Delano District may be prepared to help with sculpture installation.

Goal Impact: The park improvements and renovation will enhance Quality of Life for the community and support a Vibrant Neighborhood.

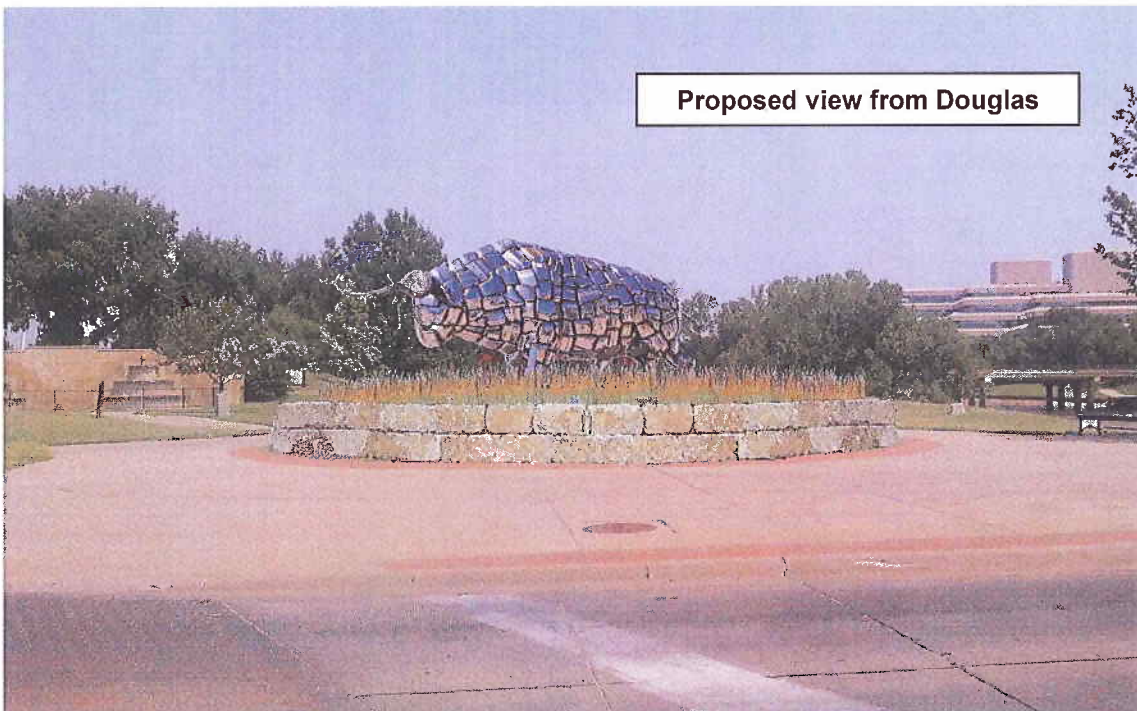
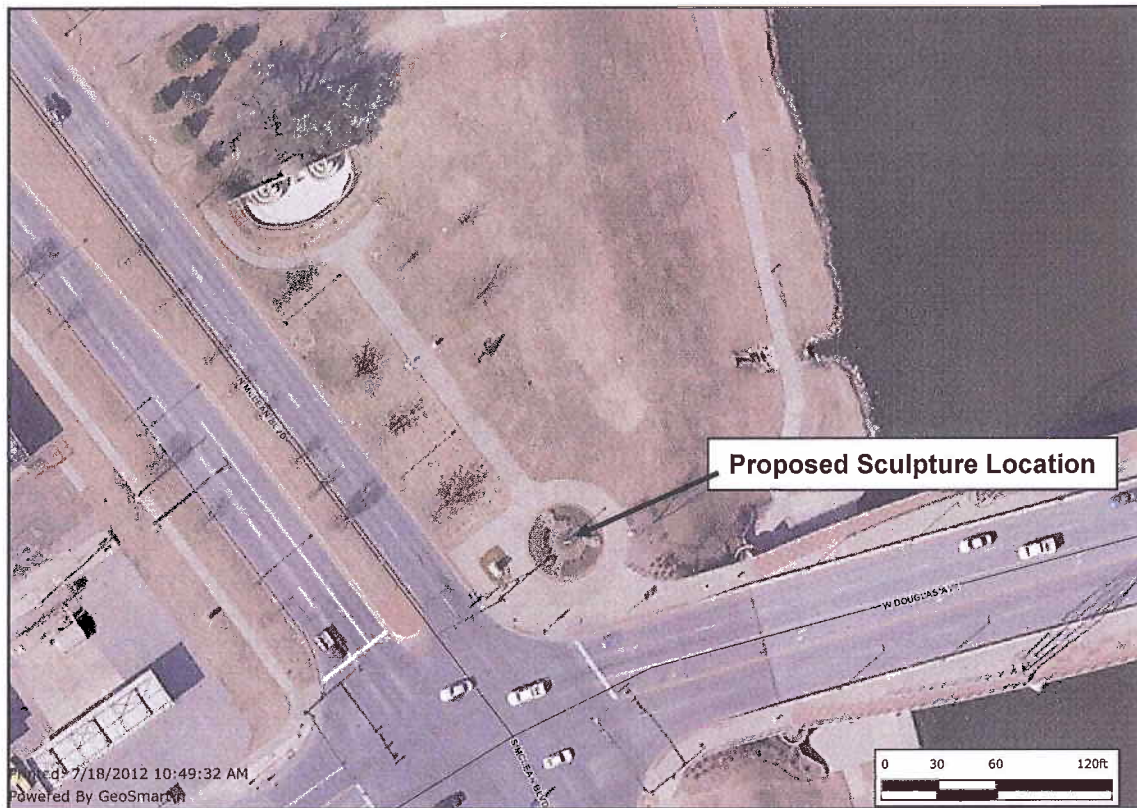
Legal Considerations: Upon acceptance of the donation by the City Council, there are no additional legal or policy considerations implicated by the proposed display of this sculpture.

Recommendation/Action: It is recommended that the City Council accept the donation.

Attachment: Aerial photographs.



Delano Park



City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

SUBJECT: Street Closure: Broadway, William to Douglas and William, Broadway to Market (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Mahaney Roofing has contracted with the State of Kansas to re-roof the Finney State Building at 130 South Market. To complete the work, Mahaney Roofing will close Broadway so a crane can be set and the material be lifted to the roof top adjacent to Broadway. The street closure is expected to begin August 8 and will extend thru August 10. Mahaney Roofing will then close William from Broadway to Market on August 11 to lift material to the roof top adjacent to Market Street.

Analysis: Mahaney Roofing is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the closure, traffic on Broadway will be detoured using Douglas, Main, English, William, and Market.

Financial Consideration: There is no cost to the City.

Goal Impact: This project addresses the Core Area and Neighborhood goal by keeping motorists safe by keeping them out of the crane's swinging area.

Legal Consideration: The City Council has legislative authority under the powers granted in the Kansas Constitution, Art. 12, § 5 to temporarily close a street not a part of a designated federal or state highway system in order to secure the public safety and welfare. A motion is the appropriate format for such action.

Recommendation/Actions: It is recommended that the City Council approve the street closure.

Attachment: Map.



City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

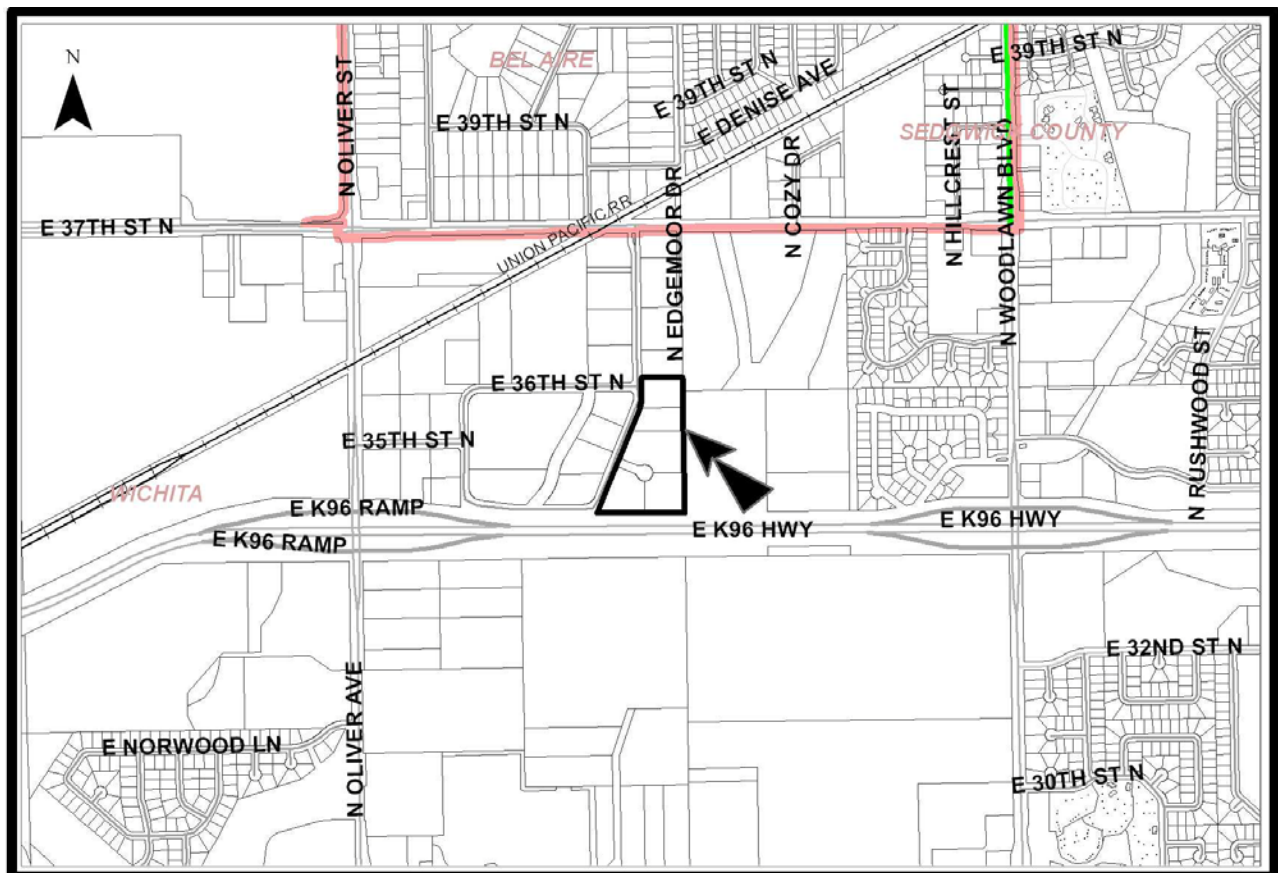
SUBJECT: *ZON2012-00017 Associated with CUP2012-16 – City zone change from LI Limited Industrial (“LI”) to GC General Commercial (“GC”) and the creation of DP-326, the Great Plains Commercial and Multi-Family Residential Community Unit Plan; generally located east of Oliver Avenue, north of K-96, south of 37th Street North and east of Ridgewood Street. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve unanimously (9-0).

MAPD Staff Recommendation: Approve.



Background: The applicant is seeking GC General Commercial (“GC”) zoning subject to the development standards contained in the proposed the Great Plains Commercial and Multi-Family Residential Community Unit Plan (“CUP”) DP-326. The undeveloped, 12.03-acre site is currently zoned LI Limited Industrial (“LI”) and is platted as Lots 2-6, Block 3, the Great Plains Business Park 3rd Addition. The Wichita-Sedgwick County Unified Zoning Code’s (“UZC”) LI zoning district does not allow residential uses, while the GC zoning district allows all residential uses with the exceptions of manufactured home, manufactured home subdivision and manufactured home park; UZC, Sec.III-D.1-5. The UZC recommends a CUP or a PO Protective Overlay (“PO”) for GC and LC Limited Commercial (“LC”) zoned sites of 6-acres or more, that are held under unified control at the time of initial approval. A CUP is intended to provide well planned and well organized residential, commercial and mixed use development.

The site is located less than a ½-mile east of Oliver Avenue, a ¼-mile south of 37th Street North, on the east side of Ridgewood Street and north of K-96. Access to the site and the LI zoned area it is located within is limited to Ridgewood Street. The southern-most portion of the City of Bel Aire (single-family residential development) is located on the north side of 37th Street North.

Immediate developments located north and west of the site are LI zoned undeveloped lots, office-warehouses, a manufacturing facility, office buildings, a motel and a SF-5 Single-Family Residential (“SF-5”) zoned church. The developed portion of this area looks more like a well tended industrial park with no outside storage or display. State highway K-96 abuts the south side of the site. Most of the east side of the site abuts the SF-5 zoned Chisholm Creek Public Park, with the rest of the east side abutting mostly undeveloped (a church is located on a small, north-most portion of this land) SF-5 zoned land; Chisholm Trail Church of Christ Addition, recorded May 6, 2008. A FEMA Flood zone runs north to south through the middle of the eastern, abutting SF-5 zoned lands.

The applicant proposes to permit all GC uses except: sexually oriented business, correctional placement residence, night clubs, taverns and drinking establishments, recreational vehicle campground, asphalt and concrete plant, limited, cemetery. The applicant proposes restaurants with drive thru windows, convenience stores, service stations and vehicle repair, limited and general are allowed if located more than 200 feet from residential uses. The applicant also proposes that any overhead doors associated with vehicle repair, limited and general, warehouses and loading docks must not face residential zoning. The applicant proposes car washes in the CUP be subject to the supplementary use regulations of Sec. III-D.6.f of the Unified Zoning Code.

Analysis: At the MAPC meeting held July 5, 2012, the MAPC voted (9-0) unanimously to approve the request for GC zoning and the creation of the Great Plains Commercial and Multi-Family Residential Community Unit Plan CUP DP-326, subject to a re-plat within a year and with the following changes to the conditions of DP-326:

- A. If the site is developed for commercial uses, in reference to General Provision 4 and the CUP drawing, shall include, “a 35-foot setback (CUP standard) where the site abuts the undeveloped (non- park land) SF-5 zoned property.”
- B. Waive the Compatibility Height standards and allow a maximum 45-foot building height.
- C. General Provision 5 shall include, “If necessary, the CUP development plan shall be adjusted or amended to reflect final drainage requirements.”
- D. General Provision 6 shall include, “(B). No Electronic Message Centers.”, “(E)...except shall not exceed...”, “(F) give more detail in regards to...shall share similar elements in design.”
- E. If the site is developed for commercial uses, in reference to General Provision 8 it shall include, “...and a 15-foot height limit (including fixtures, lamps and base) when light poles are located within 200 feet of residential zoning.”
- F. If the site is developed for commercial uses, in reference to General Provision #11 it shall include, “A 6-8 foot tall masonry wall shall be placed along the east side of the site where it abuts the undeveloped SF-5 zoned (non-park land) property.”

- G. Change Provision 12 to include the UZC's standard for nonresidential screening from roof top equipment.
- H. Revise General Provision 15 to "Permit all GC uses except sexually oriented business, correctional placement residence, night clubs, taverns and drinking establishments, outside storage, recreational vehicle campground, asphalt and concrete plant, limited, cemetery, and; restaurants with drive thru windows, convenience stores, service stations and vehicle repair, limited and general be allowed if located more than 200 feet from residential uses, and; any overhead doors associated with vehicle repair, limited and general, warehouses and loading docks must not face residential zoning, and; car washes in the CUP be subject to the supplementary use regulations of Sec. III-D.6.f of the Unified Zoning Code."
- I. Revise General Provision #18 to include, "A notice of a CUP noting the conditions placed on this land shall be filed with the Sedgwick County Register of Deeds."
- J. Provide the agreement from the Park Board allowing pedestrian access to the abutting Chisholm Creek Public Park
- K. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

There were no protests to the request at the MAPC meeting.

At the DAB I meeting held July 9, 2012, the DAB voted unanimously to approve the request for GC zoning and the creation of the Great Plains Commercial and Multi-Family Residential Community Unit Plan CUP DP-326, subject to a re-plat within a year and the following change to General Provision 15 of DP-326:

"Offices that accept paycheck or car titles as security for loans and pawnshop uses are prohibited."

There were no protests to the request at the DAB meeting. No protests were received during the two-week protest period following the MAPC hearing.

Financial Considerations: There are no financial considerations in regards to the zoning and CUP requests.

Goal Impact: The application will promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Adopt the findings of the MAPC and approve the zone change and the CUP, subject to the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the replat is completed (simple majority required).

Attachments:

- Ordinance
- MAPC Minutes
- CUP drawing

ORDINANCE NO. 49-326

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00017

A zone change from LI Limited Industrial (“LI”) to GC General Commercial (“GC”) with the provisions of Community Unit Plan DP-326 on property described as:

Lots 2, 3, 4, 5 and 6, Block 3, Great Plains Business Park 3rd Addition to Wichita, Sedgwick County, Kansas; generally located east of Oliver Avenue, north of K-96, south of 37th Street North and east of Ridgewood Street.

SUBJECT TO A REPLAT WITHIN ONE YEAR OF APPROVAL BY THE GOVERNING BODY AND THE PROVISIONS OF COMMUNITY UNIT PLAN DP-326

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the “Official Zoning Map” previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, August 14, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

GREAT PLAINS BUSINESS PARK

COMMUNITY UNIT PLAN

DP-326

GENERAL PROVISIONS:

1. Total Land Area: 523,964 ± sq.ft. or 12.03 ± acres.
Net Land Area: 523,964 ± sq.ft. or 12.03 ± acres.
2. Total Gross Floor Area: 183,387.48 sq.ft.
Total Floor Area Ratio: 35 percent
Total Building Coverage: 183,387.48 sq.ft.
Total Building Coverage Ratio: 35 percent
3. Parking shall be provided in accordance with Section IV of the Unified Zoning Code, unless otherwise specified in the parcel description.
4. Subsets are as indicated on the C.U.P. drawing or as specified in the parcel description.
5. A Drainage Plan shall be submitted to the appropriate Engineer for approval during the planing process. Required guarantees for drainage shall be provided at the time of planing improvements.
6. Signs will be as allowed by the Sign Code, City Code Title 24.04 of the City of Wichita, with the following additional conditions/limitations:
 - A. Signs shall be spaced a minimum of 150' apart, irrespective of how close or far apart.
 - B. L.E.D./Digital signs, flashing signs, rotating or moving signs, signs with moving lights or signs which create illusions of movement are not permitted.
 - C. Portals, billboards, and off-site signs are not permitted.
 - D. Window display signs are limited to 25% of the window area.
 - E. All building signs shall meet the City of Wichita Sign Code for the "CC" zoning district, shall not exceed 3' total building signs per street frontage per building and limited to 25% of the facade elevation with no individual sign exceeding 400 sq.ft.
 - F. All freestanding signs for non-residential use within Parcel 1 must be maximum 100' high, and shall share similar elements in design.
7. All exterior lighting shall be shielded to direct light downwards in a downward direction.
8. All parcels shall share similar or consistent planing and lighting elements (i.e., returns, poles, and lamps, and etc.).
 - A. Limited height of light poles, including returns, lamps and some, to 25 feet.
 - B. Extensive use of back lot canopy and neon or fluorescent tube lighting on buildings is not permitted.
9. Utilities shall be installed underground on all parcels.
10. Landscaping for this site shall be required as follows:
 - A. Development of all parcels within the C.U.P. shall comply with the Landscaping Ordinance of the City of Wichita.
 - B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, including the type, location, and specifications of all plant material. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.
 - C. A financial guarantee for the plant material approved on the landscape plan for that portion of the C.U.P. being developed shall be required prior to issuance of any occupancy permit. If the required landscape has not been planted.
11. Screening shall be provided in accordance with the Unified Zoning Code.
12. Trash receptacles, loading docks, outdoor storage, and loading areas shall be adequately screened, with similar materials to the main buildings, to adequately hide them from ground view.
13. All buildings in the C.U.P. shall share uniform architectural character, color, texture, and the same predominant exterior building material, and shall be reviewed and approved by the Planning Director prior to the issuance of any building permits. Building walls and roofs must have predominantly earth-tone colors, with wide colors shift to incidental accent, and must employ materials similar to surrounding residential areas. Metal on an exterior material shall be limited to incidental accent.
14. Fire lanes shall be in accordance with the appropriate Fire Code. No parking shall be allowed in fire lanes, although they may be used for passenger loading and unloading. The Fire Chief or his designated representative shall review and approve the location and design of all fire lanes. Fire hydrant installation and paved access to all building sites shall be provided for each phase of construction prior to the issuance of building permits.
15. No parcel within the C.U.P. shall allow the use of adult entertainment establishments, sexually oriented business, corrective placement residences, night clubs in the City and open and driving establishment. Restaurants that serve liquor can be developed and may serve liquor as long as food is the primary service of the establishment. Restaurants with drive-through windows, convenience stores, service stations, and vehicle repair facilities will not be permitted within 700 feet of residential uses. Churches doing counseling with which repair uses shall not be allowed within 200 feet of residential uses and shall not be facing any residential zoning district. Outdoor audio systems that project sound beyond the boundaries of the C.U.P. are prohibited.
16. Amendments, adjustments or interpretations to this C.U.P. shall be done in accordance with the Unified Zoning Code.
17. The transfer of title of all or any portion of land included within the Community Unit Plan for any amendments (thereof) does not constitute a termination of the plan or any portion thereof, but must also meet with (1) land and be binding upon present owners, their successors and assigns.
18. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, and constitute a violation of the building permit authorizing construction of the proposed development.
19. Any major changes in the development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
20. Approval of a site circulation plan by the Planning Director is required for each phase of construction prior to the issuance of a building permit. An overall site plan shall be reviewed for review and approved by the Planning Director prior to the issuance of any building permits; the site plan shall ensure internal circulation within the development.

PARCEL 1

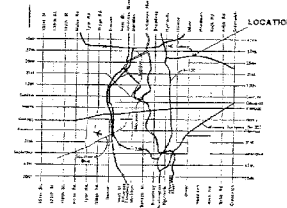
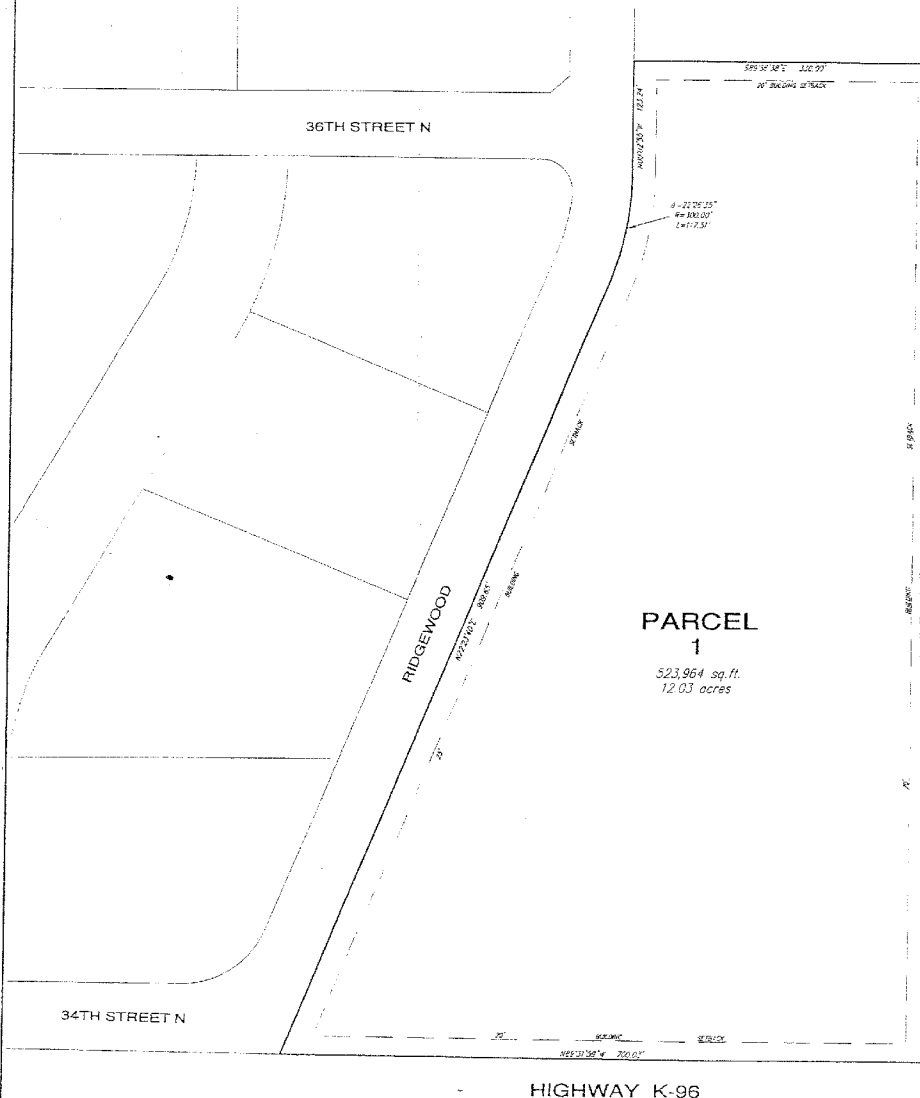
- A. Total Land Area: 523,964 ± sq.ft. or 12.03 ± acres
- B. Maximum Building Coverage for commercial development: 183,387.48 sq.ft.
- C. Maximum Gross Floor Area for commercial development: 183,387.48 sq.ft.
- D. Floor Area Ratio: 35 percent
- E. Maximum Number of Commercial Buildings: Five (5)
- F. Maximum Number of Residential Dwelling Units: 217
- G. Maximum building height to conform to Chapter 27.08 Code of the City of Wichita, but shall be not greater than 45 feet.
- H. Setbacks: See Drawing
- I. Access Points from Ridgewood: To be determined at the time of site development
- J. Permitted Uses: As permitted uses by right in the "General Commercial" zoning district of the Wichita-Sedgewick County Unified Zoning Code, except for those listed under G.P. 25.

LEGAL DESCRIPTION:

Lots 7 through 8, Block 1, together with Ridgewood Court, as platted and dedicated in Great Plains Business Park 3d Addition to Wichita, Sedgewick County, Kansas.

REVISIONS

Submitted: May 25, 2017



DP-326

GREAT PLAINS
BUSINESS PARK
COMMUNITY UNIT PLAN

Baughman Company, P.A.
Baughman Company, P.A.
Baughman Company, P.A.



SCALE: 1" = 60'

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

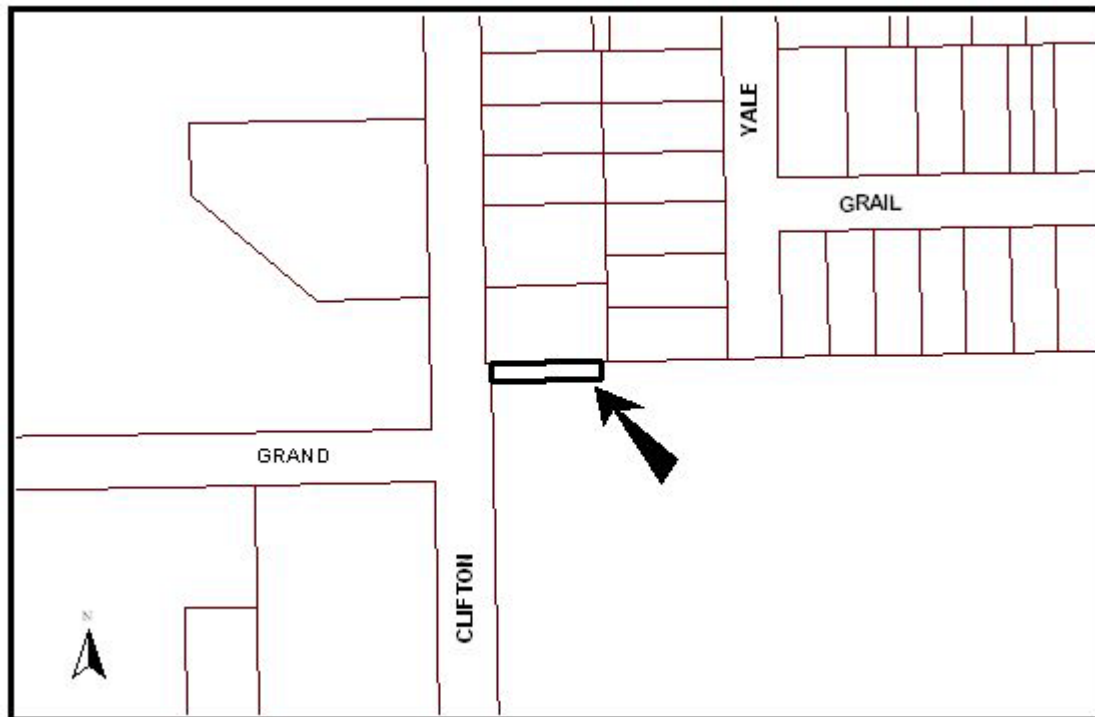
SUBJECT: VAC2012-00018 - Request to vacate a portion of a platted storm sewer easement; generally located east of Hillside Avenue, north of Harry and north east of Clifton and Grand Avenues. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



Background: The applicant proposes to vacate the described portion of the platted 20-foot wide (x) 362.5-foot long storm sewer easement. Stormwater and water and sewer have utilities in the east 240 feet of the platted easement; that portion of the easement will be retained. There is a private “electrical switch gear” located in the portion of the subject easement, which the applicant proposes to relocate. No other utilities are located within the described portion of the easement. The St. Joseph Medical Park Addition was recorded with the Register of Deeds October 19, 1973.

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from City Traffic, Public Works/Water & Sewer/Storm

Water, Fire, franchised utility representatives and other interested parties, Planning Staff has listed the following considerations (but not limited to) associated with the request to vacate the described portion of the platted storm sewer easement.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to ensure an Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachment: No attachments are necessary for this vacation request.
(list all attachments that go with the agenda report, or "None" if there are no attachments)

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

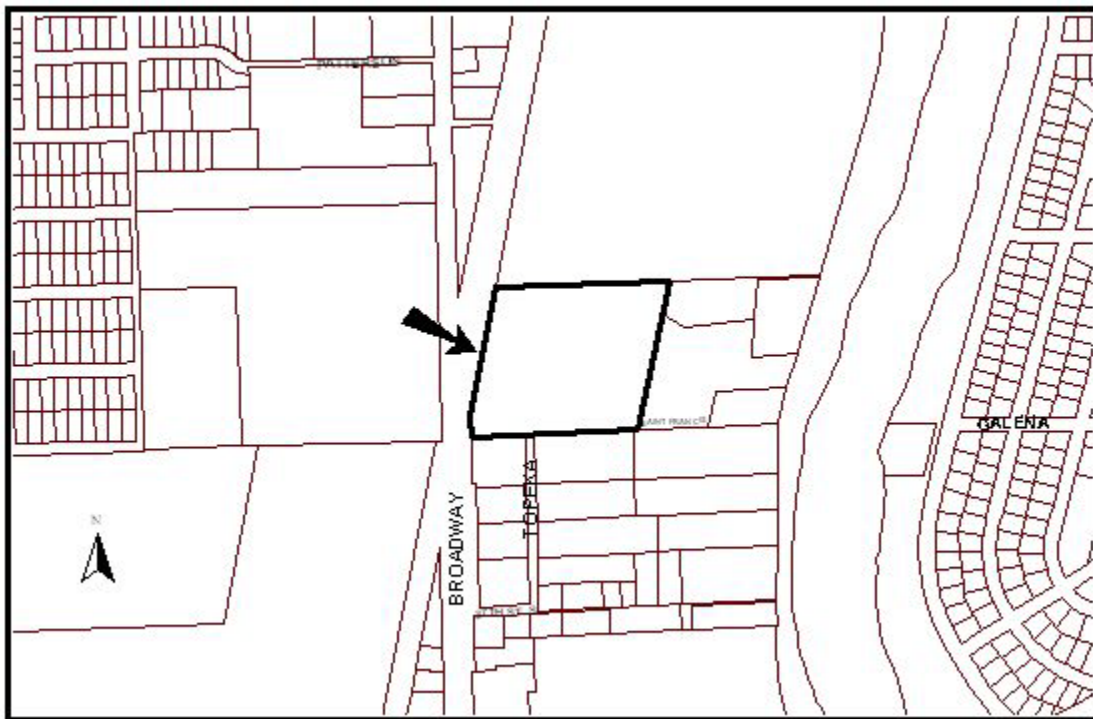
SUBJECT: SUB2012-00011 -- Plat of Behnke Addition located on the east side of Broadway, south of 31st Street South (extended). (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: The site, consisting of two lots on 10.4 acres, is located within Wichita and is zoned GC General Commercial.

Analysis: Water services are available to serve the site. The site has been approved by City Environmental Services for the use of on-site sanitary sewer facilities. The applicant has submitted a No Protest Agreement for future sewer services and for paving of Galena. The applicant has submitted a Restrictive Covenant to restrict parking along Galena. The City of Wichita is owner of the property.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The No Protest Agreement and Restrictive Covenant have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures for approval and ownership of the plat.

Attachments: No Protest Agreement
Restrictive Covenant

NO PROTEST AGREEMENT FOR FUTURE SANITARY SEWER EXTENSION AND PAVING

This Agreement made and entered into this _____ day of _____ 2012 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and City of Wichita, party of the second part (hereinafter "Owner")

WITNESSETH:

Whereas, City, as some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, the owner is the owner of real property legally described as:

Lots 1 and 2, Block 1, Behnke Addition, an addition to Wichita, Sedgwick County, Kansas.
and

WHEREAS, the City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer and paving to serve said property.

2. Owner, on his/her own behalf and on behalf of his/her heirs, assigns and successors in interest, irrevocable waives his/her right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction a sanitary sewer extension and paving of adjoining Galena undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner of his/her right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

We, City of Wichita owner(s) of Lots 1 and 2, Block 1, Behnke Addition, an addition to Wichita, Sedgwick County, Kansas, do hereby certify that petition (s) for the following improvement(s) have/has been submitted to the city Council of the City of Wichita, Kansas:

1. Sanitary Sewer Line, Mains, and appurtenances
2. Paving of Galena Street

As a result of the above-mentioned petition(s) for improvement(s), allots or portions thereof within BEHNKE ADDITION may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this ____ day of _____, 2012.

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary E. Rebenstorf, Director of Law

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2012, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, as Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires: _____

RESTRICTIVE COVENANT

This covenant, executed this _____ day of _____, 2012.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Behnke Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding, prohibiting on-street parking.

NOW, THEREFORE, the undersigned does hereby subject Behnke Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. There shall be "No Parking" on both sides of Galena.
2. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this _____ day of _____, 2012.

**CITY OF WICHITA
AT THE DIRECTION OF THE CITY COUNCIL**

BY: _____
Carl Brewer, Mayor

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this _____ day of _____, 2012, before me a Notary Public in and for said State and County, came Carl Brewer, Mayor, City of Wichita, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public: _____

My Appointment Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

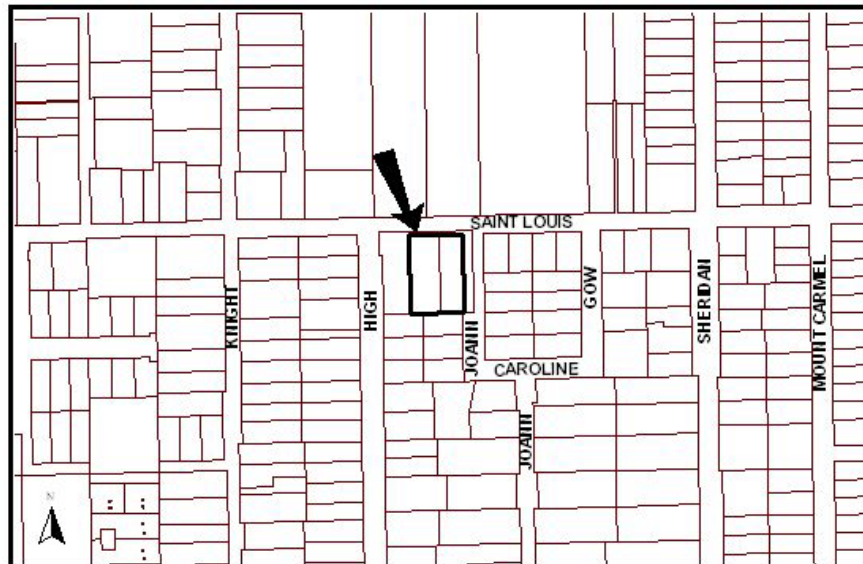
SUBJECT: SUB2012-00008 -- Plat of BATC Estates Addition located south of Central, east of West Street. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site, consisting of three lots on .79 acres, is a replat of a portion of the Knight Acres Addition. A zone change (ZON2011-00045) has been approved from SF-5 Single-family Residential to TF-3 Two-family Residential.

Analysis: Water and sewer services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Ordinance has been approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the plat, authorize the necessary signatures and place the Ordinance on first reading.

Attachments: Ordinance

Published in The Wichita Eagle on August 17, 2012

ORDINANCE NO. 49-327

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00045

Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

BATC Estates Addition, Wichita, Sedgwick County, Kansas.

Generally located south of Central, east of West Street.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14th day of August, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
August 7, 2012

TO: Mayor and City Council

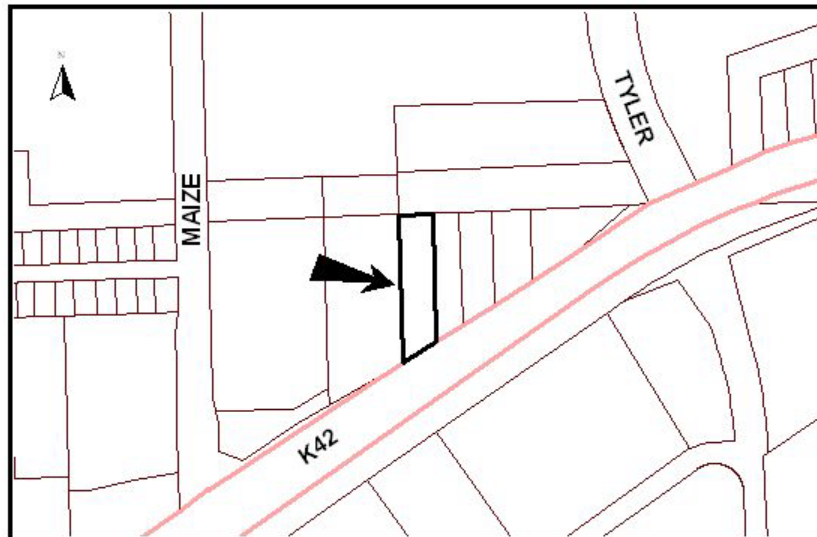
SUBJECT: SUB2012-00005 -- Plat of Dugan Industrial 4th Addition located east of Maize Road, north of MacArthur Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0-1)



Background: The site, consisting of one lot on 1.5 acres, is an unplatted site located within the City of Wichita. A zone change (ZON2012-00004) has been approved from SF-5 Single-family Residential to LI Limited Industrial.

Analysis: Water services are available to the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for sewer improvements. The site is within the noise impact area of Wichita Mid-Continent Airport; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets,

utilities and other public facilities.

Legal Considerations: The Certificate of Petition, Avigational Easement, Restrictive Covenant, and Resolution have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

The Ordinance has been approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

Attachments: Certificate of Petition
Avigational Easement
Restrictive Covenant
Ordinance
Resolution

CERTIFICATE OF PETITION

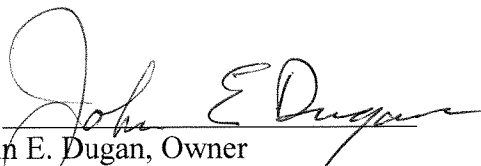
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

I, John E. Dugan, owner of Dugan Industrial 4th Addition, do hereby certify that a petition for the following improvements has been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Lateral Petitions

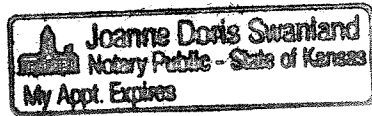
As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Dugan Industrial 4th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 12th day of July, 2012

By: 
John E. Dugan, Owner

BE IT REMEMBERED, that on this 12th day of July, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came as John E. Dugan, owner, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Joanne Doris Swanland
Notary Public

(My Commission Expires: 11-18-13)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 12th day of July, 2012, by John E. Dugan, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following described real estate, to-wit:

DUGAN INDUSTRIAL FOURTH ADDITION
An Addition to Wichita, Sedgwick County, Kansas

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

The undersigned do hereby adopt the easement that is to run with the property and shall be binding on all parties, heirs, successors, assigns, and all persons claiming interest therein.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: John E. Dugan
John E. Dugan, Owner

State of Kansas)

County of Sedgwick)

Be it remembered that on this 12th day of July, 2012, before me a Notary Public in and for said State and County, came John E. Dugan, Owner, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Joanne Doris Swanland, Notary Public

My Appointment Expires: 11-18-13



Covenant

This covenant, executed this 18th day of July, 2012.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Mapleridge Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for minimizing noise pollution in any new structures.

NOW, THEREFORE, the undersigned do hereby subject Dugan Industrial 4th Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By:

John E. Dugan
John E. Dugan, Owner

State of Kansas)

County of Sedgwick)

Be it remembered that on this 18th day of July, 2012, before me a Notary Public in and for said State and County, came John E. Dugan, Owner, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Joanne Doris Swanland, Notary Public

My Appointment Expires: 11-18-13



Published in The Wichita Eagle on August 17, 2012

ORDINANCE NO. 49-328

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00004

Zone change request from SF-5 Single-family Residential to LI Limited Industrial on property described as:

[Dugan Industrial 4th Addition, Wichita, Sedgwick County, Kansas.](#)

Generally located east of Maize Road, North of MacArthur Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14th day of August, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on August 10, 2012

RESOLUTION NO. 12-190

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 5, MAIN 5, COWSKIN INTERCEPTOR SEWER, (NORTH OF K-42 HIGHWAY, EAST OF MAIZE ROAD) 468-84843** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 5, MAIN 5, COWSKIN INTERCEPTOR SEWER, (NORTH OF K-42 HIGHWAY, EAST OF MAIZE ROAD) 468-84843** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 5, Main 5, Cowskin Interceptor Sewer, (north of K-42 Highway, east of Maize Road) 468-84843**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Two Thousand Seven Hundred Dollars (\$22,700)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2012** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Three Thousand Three Hundred Sixteen Dollars (\$3,316).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

DUGAN INDUSTRIAL FOURTH ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of August, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

Wichita, Kansas
August 6, 2012
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated July 30, 2012, were read and on motion approved.

Bids were opened on August 3, 2012, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Airfield Lighting Control Monitoring Equipment Upgrade.

Cooper Crouse-Hind LLC* -\$138,525.00

*Purchasing Ordinance No. 35-856 Section 2.64.020 (b) – Sole Source of Supply

The Purchasing Division recommended that the contract be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contract be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk